# APPLICATION FOR STARTUP COMMUNITY SCHOOL

(pursuant to R.C. 3314.029)

Submitted by:

Signal Tree Academy South, Inc.

September 29, 2011

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# PROPOSAL TRANSMITTAL FORM

## 1. School Information

Proposed Name of Community School: Signal Tree Academy South, Inc.

Proposed Location (School District): Columbus

Planned Enrollment & Grades

| School Year | Grades to be Served | Projected Enrollment |
|---|---|---|
| **Year 1** | **K-8** | **250** |
| **Year 2** | **K-8** | **265** |
| **Year 3** | **K-8** | **282** |
| **Year 4** | **K-8** | **301** |
| **Year 5** | **K-8** | **320** |

[(an increase of approx.6.5% annually until reaching 80% of building capacity (est. 400)]

School Opening Date: August 2012

## 2. Proposed Affiliations

Education Service Provider or Management Co., if applicable. STA Central Columbus, LLC

Contact Information – Name & Phone No. Rodd Coker – (330) 253-6868

Partner Organization, if applicable. _____

Contact Information – Name & Phone No. _____

## 3. Lead Applicant Contact Information

Applicant Name _____

Mailing Address _____

City _____ State _____ Zip _____

Email Address _____

Primary Phone # _____ Fax # _____

Applicant Signature _____

BACKGROUND INFORMATION

## 1. Applicants and Founding Group

(a) Applicant Information

Provide a brief description of the applicant(s) -- relevant background and experience, including whether they are a parent, teacher, administrator and/or community resident.

(b) Founding Group Members

Use the following table to list the active members of the founding group (including the applicants) who developed this proposal. Include a brief description of their relevant experience or skills, their role in the group or contributions to the proposal, and their proposed role, if any, in the school if it is approved, e.g., school leader, teacher, board member, service provider, etc.

| **Name** | **Relevant Experience/Skills and Role in Founding Group** | **Proposed Role(s) in School (if any)** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(c) Founding Group Origin

Describe how the founding group came together and the relationship of its members to each other.

## 2. Mission

**It is our mission to provide an effective, consistent, and academically rigorous education in a safe, disciplined, and nurturing environment. We will empower our students to reach their fullest potential by implementing a comprehensive curriculum facilitated by highly effective educators, in collaboration with families and the community, and supported by progressive technology.**

**We will develop the problem-solving and social skills of our students to enable them to contribute to and excel in an ever-changing society.**

## 3. Enrollment

**The Enrollment Plan may be modified by the initial and future capacity of the school facility.**

| Grades | Number of Students | | | | |
|---|---|---|---|---|---|
| | Year 1 2012-13 | Year 2 2013-14 | Year 3 2014-15 | Year 4 2015-16 | Year 5 2016-17 |
| K | 25 | 27 | 28 | 30 | 32 |
| 1 | 25 | 27 | 28 | 30 | 32 |
| 2 | 25 | 27 | 28 | 30 | 32 |
| 3 | 25 | 27 | 28 | 30 | 32 |
| 4 | 30 | 32 | 34 | 36 | 39 |
| 5 | 30 | 32 | 34 | 36 | 39 |
| 6 | 30 | 32 | 34 | 36 | 39 |
| 7 | 30 | 32 | 34 | 36 | 39 |
| 8 | 30 | 32 | 34 | 36 | 39 |
| Total Students | 250 | 265 | 282 | 301 | 320 |
| Classes Per Grade | 1 | 1-2 | 1-2 | 1-2 | 1-2 |
| Average Number of Students Per Class | 28 | 30 | 32 | 34 | 36 |

**The community school will serve grades K-8 students whose families desire school choice.**

**The Academy will provide a safe, secure and disciplined individualized learning environment for child(ren) that is an alternative to public schools that have been ineffective in meeting certain family and student learning needs, and is an alternative to cost-prohibitive private schools.Schools managed by the EMO traditionally serve students who have either been displaced or underserved by traditional public schools. The students often arrive more than one full grade level behind. Over 95% of the students fall under the government's poverty limits. Parents who choose to enroll their children in EMO managed schools do not have resources to send them to expensive private schools.**

**The K-8 grade span is one which is more advantageous for students and lends itself to individualized instruction and a sense of community. There is a national trend toward the K-8 configuration, away from K-5 and 6-8 middle schools. In many public school districts, students from K-5 schools feed into 6-8 schools, creating large class sizes. The student finds that (s)he is part of a class of 300-400 6-8$^{th}$ graders where they can go un-noticed instead of being one student in a small community of learners where there is more opportunity for individual attention and instruction. A 2007 Johns Hopkins University study of K-8 schools in Philadelphia suggested that in smaller K-8 schools, teachers and administrators can keep students more involved. K-8 schools have higher academic achievement in reading and math and have higher rates of attendance. (Byrnes, Ruby, John Hopkins University, *American Journal of Education* 114, The University of Chicago, November 2007)**

### 3. Community Need and Impact

Describe the community from which the proposed school will recruit and draw its students including existing educational options.

Describe the specific population of students that the proposed school intends to serve.

Explain the need for this school in this community, including the performance of the local schools.

The EMO has various national affiliations as detailed below.




## FEED THE CHILDREN:

**Is a national organization that concentrates on the following area(s):**

**Americans Feeding Americans Caravan**

Feed The Children has put a fleet of semi-tractor trailer trucks on the road to bring food and essentials to 200,000 American children and families by the end of 2010.

**Education**

Feed The Children is committed to nourishing the minds and bodies of children in need across America. We have partnered with educators to distribute books and supplies to boys and girls living in poverty.

**Kids Stuff USA**

Children across the country are going without food and other necessities year round. Help them now and build a Kid's Stuff Shoe Box.

**Disaster Relief**

Because of our fleet of semi-tractor trailer trucks, Feed The Children is often the first relief agency to respond after a disaster.

Information taken from http://www.feedthechildren.org/site/PageServer?pagename=org_US_programs

## FEED THE CHILDREN & White Hat Management Schools

**In the past year we have done the following & will do the same in new locations:**

- Collaborated to bring 5 semi-trucks of food / personal items & water to our schools
- Distributed items worth approximately $212,500.00
- School staff, corporate staff, students and families worked together for families
- 4, 000 boxes of food & personal items, plus 2,000 cases of water were distributed
- Enabled new community relationships, enrollment and parent involvement to strengthen our students, community and families.

## Feeding America / Local Food Banks

GOAL(S) - Relationship with area food banks to allow us the following access:

- Backpack/Hunger Programs for After Hours Food Assistance
- Kids Café Programs for in school dining
- Food bank Volunteer Opportunities for Staff & Students
- Membership that will enable the school to buy food for pennies per pound and also receive staple items (milk, bread, etc.) for free
- Participation in Mobile Pantry programs that deliver food to a specific location
- Participation in Farmer's Markets for free produce
- Community Garden space
- Education on Food Preparation and Classes for our students
- Exposure to all Community Contacts that have membership

We currently have a pilot program as a Member of Foodbank of the Rockies with other applications in progress. Any new school locations that are added will involve working with the local area food bank to receive access to any and all possible programs. Each food bank will be contacted and met with in order to obtain membership.

## United Way / 211 Connections

Work with local United Way and their 211 Referral Line is part of our goal in every school location we have. The organization is affiliated with so many worthy community agencies and all of them benefit our student population. We gather community resource information before the need arises to assist our students immediately. Working with the United Way in every area is an important resource for our schools.

- Goal of inclusion in resource database to encourage enrollment & exposure to education
- Volunteer opportunities for students, staff and corporate
- Expand community relations with all other affiliated agencies

- Offer students current resources for their areas of need
- Agency based by county & all offer variety of options for involvement

## FELD ENTERTAINMENT



### Why is this relationship important?

- Offer student's opportunities for events they could never afford
- Encourage attendance by incentives
- Demonstrate positive student community involvement
- Enable our schools to attend events together
- Show students options outside of their environment
- Relationships will be built in each WHM's schools region to positively affect our student population

### Details on Feld Entertainment:

- Feld Entertainment has been masterfully capturing the hearts of audiences across 7 continents and 55+ countries since 1967.
- Feld Entertainment is the largest provider of live action family entertainment in the world.
- Over 30 million people worldwide flock to Feld Entertainment productions every year.
- Produces shows like- Live Nation, Disney on Ice, Ringling Brothers, Barnum & Bailey Circus and Monster Jam

**5. Partner Organizations**

Describe any partner organizations that will have a significant relationship with the proposed school. Provide the following:

- name of the organization;
- description of the nature and purpose of the proposed school's relationship with the organization;
- letter of intent or commitment from the organization indicating that the organization will be involved in the school and the terms and extent of its involvement; and
- name of a contact person for the partner organization, along with the address, phone number, facsimile number (if applicable), and e-mail of such contact person for the partner organization.

None anticipated.

## 6. Management Organization

Describe any management organization that will have significant responsibility for managing the proposed school's educational program, staffing, operations and/or other aspects of the school. Provide the following:

- detailed explanation of the extent of the organization's proposed role in the governance, management and/or operation of the school;
- description of the process and criteria used to select the management organization, including other organizations that were considered, and the rationale for selecting this organization;
- description of the role of the management company in selecting proposed members of the school's board of trustees; and
- draft management contract.

# KEY DESIGN ELEMENTS

## EDUCATION

### 1. Academic Program

**The Academy will serve students in grades K to 8. The School will offer a tuition free, meaningful, alternative learning option for students and parents who are frustrated with traditional public schools and the expense of private schools.**

**The School's academic program will engage students in a learning process that is individualized, standards-based, but more importantly incorporates the skill requirements of a 21st century citizen.**

**All students have different needs, learn at various rates and have different learning styles. No one educational program is appropriate for all students. Therefore, students will have a broad experience of activities that engage them in media-rich content, direct instruction, project-based learning, interest-driven and talent-driven opportunities with a healthy mind and body emphasis.**

**Students will learn from their teachers, peers, and community partners. This broad-based approach to learning will be an exciting and valuable experience creating lifelong 21st century learners as well as competent 21st century citizens.**

**Students will learn and grow with the guidance of Highly Qualified Teachers, Instructional Aides, Title One Teachers, and Intervention Specialists. The School will provide a safe and nurturing environment, placing a premium on self-discipline and responsibility.**

**This dedicated staffed will work in small groups and one-on-one with students, addressing not only their learning issues but their life situations that have prevented success in traditional schools.**

**Below are core, compelling beliefs that provide the basis for the philosophical foundation of the School's program:**

- **Everyone deserves a chance at receiving an appropriate individualized education and being successful in life;**
- **Everyone deserves a chance to become all (s)he can be;**
- **No single educational approach or philosophy is right for everyone;**
- **Everyone learns at different rates, and students should have educational choices that provide for their individual needs and learning pace;**
- **Schools need to teach students 21st Century skills.**

## 2. Calendar and Schedules

**School Calendar: The Community School Calendar typically follows the School District Calendar in which it is located. The Community School Calendar is not finalized until the School District Calendar is finalized. This is done to coordinate student transportation needs.**

| | |
|---|---|
| **Number of Instructional Days** | **170** |
| **Number of Instructional Hours** | **1020** |
| **First Day of Classes** | **August 27** |
| **Last Day of Classes** | **June 3** |
| **Holidays** | **Labor Day, Constitution and Citizenship Day, Thanksgiving Holiday, Winter Break, Martin Luther King Day, Presidents Day, Spring Break, Memorial Day**<br><br>**3 Teacher in-service days**<br><br>**3 Records days**<br><br>**4 Parent-Teacher Conference days** |

**Typical Daily Student Schedule**

| | |
|---|---|
| **7:45 a.m. - 8:20 a.m.** | **Arrival/Breakfast/Bell Work** |
| **8:20a.m. - 8:30a.m.** | **Announcements** |
| **8:30 a.m. - 1 0:00 a.m.** | **Reading/Language Arts** |
| **10:15 a.m. - 11: 45 a.m.** | **Math** |
| **11:45 a.m. - 12:30 p.m.** | **Lunch/Recess** |
| **12:30 p.m. - 1:15 p.m.** | **Social Studies** |
| **1:15 p.m. -2:00 p.m.** | **Science** |
| **2:00 p.m. -2:50 p.m.** | **Specials: Music, Art, or PE** |

## 3. Curriculum

**Consistent with the School's mission, vision, and educational philosophy, the School program will implement the Ohio Model Curriculum, aligned with Ohio's Revised Academic Content Standards based on the Common Core State Standards. This state-aligned, empirically-proven curriculum, coupled with a Highly Qualified Staff and a project-based learning model, will empower students to take charge of their own education.**

**Using Ohio Model Curricula frameworks, teachers will have guidance on what to teach and when to teach specific content. Instructional materials are reviewed each year by a committee of experienced teachers and the Director of Curriculum to assure alignment with Common Core and Model Curricula. Pacing guides will be developed to match Model Curricula framework. Teachers are trained in Essential Elements of Effective Instruction (EEEL), which includes professional development and resources designed to increase the teacher's effectiveness in standards-based instruction.**

**Curriculum evaluation and review is conducted annually by a committee of experienced teachers headed by the Academies' Director of Curriculum.**

**Instructional Materials include:**

| Content Area | Materials | Grade Level |
|---|---|---|
| Math | Real Math | Grades K-5 |
| Math | Middle School Math – Holt | Grades 6-8 |
| Science | Science – A Closer Look MacMillan/McGraw Hill | Grades K-5 |
| Science | Science Explorer – Prentice Hall | Grades 6-8 |
| Reading | DI Reading Mastery Plus | Grades 3-5 |
| Reading | SRA Decoding/Corrective Program | Grades 1-5 |
| Reading | DI Signature Series | Grades K-2 |
| Reading/Language Arts | SRA Reading Lesson Connections | Grades K-5 |
| English/Language Arts | Glencoe Series | Grades 6-8 |
| Social Studies | Houghton Mifflin | Grades K-6 |
| Social Studies | McDougal Little | Grades 7-8 |
| Electronic Software | Headsprout | Grades K-4 |
| Electronic Software | Accelerated Reader | Grades K-8 |
| Electronic Software | Study Island | Grades 2-8 |

**Real Math**
**Math Textbook Series**
**Grades K-5**

***SRA Real Math*** **is a research- and standards-based elementary mathematics text book series which aligns research, standards, and testing to develop student proficiency published in 2007 by SRA/McGraw-Hill. The program incorporates print materials, technology, and manipulatives to reach all learners.** ***Real Math*** **was developed to build foundational concepts and key math understanding in line with the National Council of Teachers of Mathematics Focal Points, aligns with** ***all*** **of Ohio's Math Content Standards and supports our established curriculum.**

**Foundational to mathematics achievement is fluency in basic skills.** ***Real Math*** **teaches basic math skills from the very beginning in a logical, explicit, and systematic way so that students thoroughly understand them and can use them fluently. This approach helps to fully prepare students for work with fractions, decimals, percents, and higher level algebraic and geometric concepts.** ***Real Math*** **has a systematic and comprehensive approach to basic skills instruction.**

***Real Math*** **provides true-to-life applications, standards-based curriculum, and an extensive teacher resource to help open the students' eyes to all math has to offer. With** ***Real Math,*** **students will learn essential math skills while understanding the important role of math in their daily lives.**

***Real Math*** **Features:**
- **Materials proven effective through scientifically-based research**
- **Teacher-delivered lessons that achieve high levels of student success**
- **Carefully designed examples and practice that build reading competence**
- **Systematic, explicit instruction to accelerate progress of at-risk learners**

**SRA Corrective Reading**
**Reading Program**
**Grades 3-5**

***SRA 's Corrective Reading*** **provides intensive direct instruction-based reading intervention for students in Grades 3-5 who are reading below grade level. This Direct Instruction reading intervention program delivers tightly sequenced, carefully planned lessons that give struggling students the structure and practice necessary to become skilled, fluent readers and better learners.**

**Reading Mastery Signature Edition 2008**
**Reading Program**
**Grades K&2**

**Direct Instruction is utilized to help students develop into fluent, independent, and highly skilled readers with SRA 's** ***Reading Mastery Signature Edition.*** **Used in thousands of schools across the country,** ***Reading Mastery*** **has been a successful reading intervention program with a wide range of students, including significantly at-risk populations, for more than 35 years. Flexible and comprehensive, the** ***Signature Edition*** **greatly expands and refines instruction found in previous editions, appropriate for use as a supplemental intervention program or a comprehensive core reading program**

**Lesson Connections**
**Reading/Language Arts Program**
**Grades K-5**

**SRA Lesson Connections provides extra support and differentiated instruction for the Reading Mastery Signature Edition program. At the start of each lesson, teachers provide approximately 20 minutes of strategic, targeted instruction on important literacy skills such as phonemic and phonological awareness, letter recognition and formation, and comprehension strategies. This kind of instruction not only reinforces what is taught in the Reading Mastery program, but enhances it through carefully designed activities that promote student engagement and extended learning.**

**Glencoe's Writer's Choice**
**Language Arts Textbook Series**
**Grades 6 & 8**

***Writer's Choice: Grammar and Composition*© 2005, an integrated language arts program, keeps pace with the current trends in the teaching of writing and related communication skills. Features in both the student and teacher editions build on a solid foundation of instruction including easy-to-understand explanations, clear-cut definitions, real-world examples, and skill-based assessment. The visuals and graphics throughout the textbook engage students' attention and illustrate key concepts and processes. *Writer's Choice* provides students and teachers with the tools for developing skills in writing, reading, researching, speaking, listening, critical thinking, and viewing and representing.**

**Houghton Mifflin**
**Liberty Edition 2008**
**Social Studies Textbook Series**
**Grades K-6**

***Houghton Mifflin Social Studies* contains concise core lessons that align to Ohio State Content Standards and maximize teaching time. Extend lessons dig deeper into important core concepts using multiple strategies. Leveled Readers and Independent Books are offered to teach nonfiction reading strategies to students at their own ability level. Teachers are provided with teacher resource kits with unit resources organized in file folders for easy access. *Houghton Mifflin Social Studies* also contains multimedia solutions for planning and delivering content in a variety of formats.**

**McDougal Littell**
**Edition 2009**
**Social Studies Textbook Series**
**Grades 7 & 8**

***McDougal Littell's American and World History* materials are comprehensive, easy-to-use, and interactive. This program presents the history of the United States in a way that middle school students understand. A variety of print and technology resources help teachers meet the needs of diverse student populations by addressing different learning styles and levels.**

**Motivate Students to Interact and Connect with History Research shows that students are much more motivated to study history when they are actively involved in their learning. *McDougal Littell's American and World History* program provides this motivation by asking essential questions and bringing history alive through interactive exercises and hands-on activities. Through these interactive approaches, students will make personal connections to the people, events, and issues that form the rich tapestry of the American story.**

**Easy-to-use tools that fit multiple teaching styles whether planning, teaching, or assessing, the appropriate resources are at the teacher's fingertips. Portable, editable, and adaptable, these time-saving resources support different teaching methods and philosophies, allowing teachers to meet all of their students' learning needs.**

**Assessment tools that are also teaching tools *McDougal Littell's American and World History* assessment tools offer teachers a variety of testing options. Instant feedback on student progress and suggested prescriptive re-teaching exercises ensure that assessment not only measures student progress, but also informs instruction.**

**Headsprout**
**Supplemental Electronic Reading Program**

**Grades K-4**

***Headsprout Early Reading*** **is a K-2 researched-based supplemental program that ensures reading success for every child *guaranteed.* The program takes a non-reader up to mid-2nd grade reading skills in less than 30 hours of individualized online instruction. *Headsprout* K-2 is designed to teach the foundational skills and strategies that are critical in becoming a skilled fluent reader. This Internet-based program creatively captures the attention of the young reader through engaging, and highly interactive activities. *Headsprout* has 80 online lessons that cover the whole program. The lessons are balanced, phonics-based online reading instruction that is individualized and adaptive to individual student's needs. *Headsprout* incorporates the five critical components of reading instruction cited by the National Reading panel and Reading First: phonemic awareness, phonics, fluency, vocabulary, and comprehension.**

***Headsprout Reading Comprehension*** **is designed to help students in grades 3-5 increase their comprehension skills. Increased understanding of what they have read, will aide these students in all subjects. The program consists of 50, 30 minute lessons that help students build comprehension skills. Lessons focus on finding facts, making inferences, identifying main ideas, and using new vocabulary in context. Students are continuously challenged as passages become increasingly complex as the student masters the program.**

**Accelerated Reader**
**Supplemental Electronic Software**
**Grades K-8**

***Accelerated Reader*** **(*AR*) has been described as the most popular and successful reading product of all time.**

- **Students Read a Book. Students choose books at their appropriate reading levels and read them at their own pace.**
- **Students Take a Quiz. Accelerated Reader Enterprise offers more than 125,000 quizzes to help you motivate and monitor students' reading and vocabulary growth.**
- **Teachers Get Information. Teachers get immediate feedback on the reading and vocabulary progress of each student.**

***AR's*** **advanced technology helps teachers:**

- **"Make essential reading practice more effective for every student**
- **Personalize reading practice to each student's current level.**
- **Manage all reading activities including read to, read with, and independent reading.**
- **Assess students' reading with four types of quizzes: Reading Practice, Vocabulary Practice, Literacy Skills, and Textbook Quizzes.**
- **Build a lifelong love of reading and learning.**

**Study Island**
**Supplemental Electronic Software**
**Grades 2-8**

***Study Island*** **is completely Web-based. Students can access *Study Island* through the internet and learn at their own pace. There is no software to download or install; all you need is an Internet connection. Since 2000, *Study Island* has been building state standards-based learning programs that are the most effective and easiest to use of their kind. Used by millions of students in thousands of schools across the United States, all of the programs are built specifically from state standards and are designed to create a very user-friendly experience for both students and teachers alike.**

- **Built directly from the Academic Content Standards**
- **Research-based, easy-to-use, and affordable for all schools and districts**
- **Web-based – students can log on via the Internet anytime, anywhere, any place**
- **Traditional assessments or interactive games based on the Academic Content Standards**
- **State-specific lessons and questions with immediate feedback and automated instruction**
- **Real-time progress reports to drive differentiation instruction in the classroom**
- **Dynamic Content Keeps Students Engaged**
- **Students build confidence in their understanding of the Academic Content Standards**

**Not only are there several thousand questions in the Study Island program, but each question constantly changes. The answers to the multiple-choice questions rotate positions, and the numbers in the math questions are chosen randomly, resulting in a deeper understanding of the concepts, as opposed to memorization of the answers. Teachers can customize printable worksheets when a paper/pencil option is more appropriate for the learner.**

ACADEMIES

# *Project-based Learning Unit Plan*

## UNIT: 6th Grade Mathematics

**Standards**: Number, Number Sense and Operations / Measurement / Geometry and Spatial Sense / Mathematical Processes

1. Project Title: Promoting Cleveland
2. Essential Question or Product: Cleveland was built on Rock-n-Roll. What will be the foundation of your city?
3. Plan: Students' goal is to create a metropolitan city and all of the infrastructure (streets, bridges, etc.), buildings (businesses, entertainment, museums, apartments, schools, etc.) and green space (parks, etc.) to develop their ideal city.

| Content Standard | Activities that Support the Standard | Curriculum Tie-in | 21st Century Skills | Materials and Resources |
|---|---|---|---|---|
| Use proportional reasoning, ratios, and percents to represent problem situations and determine the reasonableness of the solution. (6th N-14) | Roads that are parallel, intersecting, and perpendicular | Holt Math<br>6th grade Student Edition | Problem Solving<br><br>Critical Thinking<br><br>Creativity<br><br>Graphing/visual representations | White computer paper, graph paper, rulers, protractors, colored pencils, erasers, pencils, example of street maps, similar and congruent figure examples<br><br>Holt Math<br>6th grade Student Edition |
| Use models and pictures to relate concepts of ratio, proportion, and percentage (6th N-5)<br><br>Draw similar figures that model proportional relationships; e.g. 1 to 2 relationship, corresponding sides (6th G-6) | Building that proportionally bigger/ smaller using factor factors of 1, 2, (1.5, 2.5 for 8th grade) | | | |
| Determine which measure (perimeter, area, surface area, and volume) matches the context for a problem situation; e.g., perimeter is the context for fencing a garden, surface area is the context for painting a room. (M-5) | Label which measure is appropriate for different city features (building "footprint", fences, amount of asphalt needed to pave a 6" thick road, etc.) | | | |
| Understand the difference between perimeter and area, and demonstrate that two shapes may have the same | Measure perimeter and area of buildings and compare totals of different shapes. | | | |

| Content Standard | Activities that Support the Standard | Curriculum Tie-in | 21st Century Skills | Materials and Resources |
|---|---|---|---|---|
| perimeter, but different areas or may have the same area, but different perimeters. (6th M-5)<br><br>Describe what happens to the perimeter and area of a two-dimensional shape when the measurements of the shape are changed; e.g. length of sides are doubled. (6th M-6) | | | | |
| Classify and describe two-dimensional and three dimensional geometric figures and objects by using properties; e.g., interior angles, angle measures, perpendicular, parallel, congruent angles/sides. (6th G-1)<br><br>Use standard language to define geometric vocabulary; e.g. vertex, face, isosceles, equilateral, acute, obtuse (6th G-2)<br><br>Identify and define relationships between planes ; e.g. parallel, perpendicular, intersecting (6th G-4) | *In map* key students will use specific polygons (triangles, quadrilaterals, etc.) and will be use some regular (all equal sides) polygons as well scalene/ isosceles triangles, use vertexes to show specific places on map, give directions by stating if building are parallel or perpendicular. | Holt Math<br>6th grade Student Edition | Problem Solving<br><br>Critical Thinking<br><br>Creativity<br><br>Graphing/visual representations | White computer paper, graph paper, rulers, protractors, colored pencils, erasers, pencils, example of street maps, similar and congruent figure examples<br><br>Holt Math<br>6th grade Student Edition |
| Describe what it means to find a specific percent of a number, using real-life examples. (N-4) | Given a specific budget and cost factors per city feature ($ per square foot or green space, $ per ¼ mile of road, etc.) – determine each feature's percent of total budget | | | |
| Mathematical Processes (5-7 Band):<br>-Use representations to organize and communicate mathematical thinking and problem solutions<br><br>-Communicate thinking to others, and analyze the | Communicate understanding of mathematical concepts taught and experienced during the project in Student journal and communicated during culminating oral presentation. | | Collaboration<br><br>Critical Thinking<br><br>Creativity<br><br>Presentation | Math Vocabulary list<br><br>Holt Math<br>6th grade Student Edition<br><br>Student Reflection Journal |

| Content Standard | Activities that Support the Standard | Curriculum Tie-in | 21st Century Skills | Materials and Resources |
|---|---|---|---|---|
| mathematical thinking and strategies of others.<br><br>-Recognize and use mathematic language and symbols when reading, writing, and conversing with others. | | | | |

4. Mapping the Project:

Product: **Create a 2-D map of your city showing infrastructure, buildings and green space.**

| Knowledge and Skills Needed | Already Have Learned | Taught Before the Project | Taught During the Project |
|---|---|---|---|
| 1. Basic vocabulary: parallel, perpendicular, intersecting, and skew lines; polygon, regular polygons, non-regular polygons; quadrilaterals, square, rectangle, trapezoid, rhombus, parallelogram; types of angles; angle measurements | | X | |
| 2. Define and identify similar figures. Define and identify congruent figures. | | X | X |
| 3. Scale factors, proportionally bigger or smaller geometric shapes. | | X | X |
| 4. Working cooperatively together, listening to others' ideas, trying different approaches, finding more than one correct answer. | | | X |
| 5. Measuring line segments, angles, and distances between buildings | | | X |
| 6. Making a key, putting objects onto graph paper in the form of a map | | | X |
| 7. Budget and following monetary restrictions while having limited flexibility in choosing creative components to add to your city. | | | X |

5. Schedule: (see attached calendar)

Project Duration: 13 days Begin Date: January End Date: February

| Project Benchmarks | Benchmark Date |
|---|---|
| 2D map with key using specific geometric figures/properties | 1/25/13 |
| Budget (representing city components as percentage of total) | 1/31/13 |
| Group Oral Presentation | 2/1/13 |
| Self/Peer/Team Evaluations | Daily<br>Final submitted 1/28 and 2/4 |
| Student Reflection Journal | Daily |

6. Monitoring: Five students per group

| Groups/Individuals | Roles | Responsibilities |
|---|---|---|
| 1 per group – rotated daily. | Leader | Ensure that everyone's voice is heard, everyone gets and takes a turn evenly and that the group stays on task. |
| 2 students will be given this responsibility daily. The role will rotate | Recorder | Records accomplishments, benchmarks met and future task each day |
| All individuals | Reflector | Reflects on own progress/on-task/collaboration level as well as reflects on other group member's/whole group's effectiveness |
| 1 per group – rotated daily | Mini-presenter | Is responsible for explaining to monitoring staff (teacher/aides/intervention) what the group is currently working on and some their ideas for future |
| 1 per group – rotated daily | Communicator | Discusses major concerns with academic teacher if team is having problems working together or does not understand the task they are to work on. This is the person who should raise hand/come to teacher. |

7. Assessment:

| | | |
|---|---|---|
| **Rubric(s) to be used:** (Check all that apply.) | Collaboration | X |
| | Critical Thinking & Problem Solving | X |
| | Oral Communication | X |
| | Written Communication | X |
| | Content Knowledge | |
| | Other | |
| **Other classroom assessments for learning:** (Check all that apply) | Quizzes/ tests | |
| | Self-evaluation | X |
| | Peer evaluation | X |
| | Online tests and exams | |
| | Presentations | X |
| | Notes | |
| | Checklists/observations | X |
| | Concept maps | X |

Assessment Plan:

| Activity | Assessment Type | Frequency |
|---|---|---|
| Daily group work / on-task/ problem-solving | Self and peer evaluation<br>*(formative)* | Daily<br>Final overall<br>(1/25/11 & 2/1/13) |
| Daily group work/ on-task / problem solving | Teacher evaluation<br>*(formative)* | Daily<br>Final overall<br>(1/25/11 & 2/1/13) |
| Students will create map (plane) with parallel and perpendicular roads (lines) and buildings (polygons). | Rubric detailing map requirements for thorough completion. *(summative)* | Once (1/25/13) |
| Students will include congruent figures, isosceles, and scalene triangles, | Map to be mathematically checked for accuracy during teacher evaluation of the product. *(summative)* | Once (1/25/13) |
| Students will use scale factors to show similar figures/buildings that are proportionally bigger/smaller. | Rubric detailing map requirements for thorough completion and mathematically checked for accuracy during teacher evaluation of the product. *(summative)* | Once (1/25/13) |
| Budget | Teacher evaluation - determine if percentage requirements were met, budget was met, included all components of city required and added own individuality to own city. *(summative)* | Once (1/30/13) |
| Oral Group Presentation | Teacher evaluation - Rubric. *(summative)* | Once (2/1/13) |

8. Reflection and Evaluation:

| | | |
|---|---|---|
| **Methods of Reflection & Evaluation:**<br>(Check all that apply) | Survey | X |
| | Student-facilitated formal debrief | |
| | Teacher-led formal debrief | X |
| | Individual teacher-student evaluations | |
| | Fishbowl | |
| | Journal Writing/ Learning Log | X |
| | Focus Group | |
| | Tuning Protocol | |
| | Other | |

Calendar

| Sun. | Monday | Tuesday | Wednesday | Thursday | Friday | Sat. |
|---|---|---|---|---|---|---|
| | | *15*<br><br>*Assign groups/ discuss jobs and expectations of students during PBL* | 16<br><br>Project assignment details – 25 min<br><br>Mini lesson – 20 min<br><br>Group work -25 min | 17<br><br>Review details -10 min<br><br>Mini Lesson – 20 min<br><br>Group Work – 40 min | 18<br><br>Group work – 50 min<br><br>Mini lesson review (if needed) – 20 min | |
| | 21<br>Remind expectations/ requirements/choices – 20 min<br><br>Group work – 50 min | 22<br><br>Group work - 45<br><br>Mini lesson - 25 | 23<br><br>Group work – 1hr<br><br>Reminders – 10min | 24<br><br>Group work – 1hr<br>Reminders -10min | 25<br><br>Group work -1hr<br>Reminders-10min<br><br>Map due | |
| | 28<br><br>Mini presentations – switch groups and share – 40 min<br><br>Budget component of city explained – 30 min | 29<br><br>Mini lesson – 20 min<br><br>Group work – 50 min | 30<br><br>Group work – 70 min<br><br>Budget due | 31<br><br>Team self-reflections – 10 min<br><br>Team conferences with teach – 6 groups x 5min = 30-40min<br><br>Class discussion/ Reflection – 15 min | 1<br><br>Group Presentations | |

NOTE: 10 minutes of OAA Bell work will occur each day before PBL portion of class

Daily Closure (Conclusion/Reflection/Summary) will occur each day after PBL for final 10 minutes.

*** 2012/2013 Unit plans utilize current Ohio Content Standards.
Unit plans will be updated to reflect Common Core standards for Mathematics

ACADEMIES

# *Project-based Learning Unit Plan*

## UNIT: 6th Grade English/Language Arts

Standards: Reading Applications / Writing Processes / Writing Applications / Research / Oral & Visual Communication

1. Project Title: Rock This Town! (Sixth grade Reading/Language Arts)
2. Essential Question or Product: How would our city's assets attract a new business?
3. Plan: Student's goal is to convince executives of the Hard Rock Cafe to open a restaurant in our city

| Content Standard | Activities that Support the Standard | Curriculum Tie-in | 21st Century Skills | Materials and Resources |
|---|---|---|---|---|
| **Reading Applications:**<br>Compare/contrast important details about a topic using difference sources.<br><br>Analyze information found in maps, charts, tables, graphs, diagrams and cutaways. | Internet & Library Research<br><br>Class discussions<br><br>Presentations – poster boards, multimedia, brochures, etc. (student choice within given rubric)<br><br>Daily journal writing to help student experience closure and reflection on the day's learning | Glencoe<br>LITERATURE Reading with Purpose– Course 1<br><br>Glencoe<br>Writer's Choice – 6th Grade | Problem-solving<br>Critical thinking<br>Creativity<br>Communication<br>Collaboration | Access to internet & library<br>City information<br>Rubric<br>Daily Log<br>Daily Reflection journal |
| **Writing Processes**<br>Generate writing ideas through discussions with others and from printed material, and keep a list of writing ideas.<br><br>Use organizational strategies to plan writing. | Summary of research/writing ideas<br><br>Rough draft<br><br>Writing tool activity to help students focus their writing and ensure thoroughness<br><br>Daily journal writing to help student experience closure and reflection on the day's learning | Glencoe<br>LITERATURE Reading with Purpose– Course 1<br><br>Glencoe<br>Writer's Choice – 6th Grade | Problem-solving<br>Critical thinking<br>Creativity<br>Communication | Writing format/tool<br>Organizational strategies<br>Rubric<br>Daily Log<br>Daily Reflection journal |
| **Writing Applications**<br>Write a letter that state the purpose, make requests or give compliments and use business letter format. | Letter writing utilizing research data<br><br>Summary of presentation | Glencoe<br>LITERATURE Reading with Purpose– Course 1<br><br>Glencoe<br>Writer's Choice – 6th Grade | Problem-solving<br>Critical thinking<br>Creativity<br>Communication | Letter format<br>Guided notes for completion<br>Rubric<br>Daily Log<br>Daily Reflection journal |

| Content Standard | Activities that Support the Standard | Curriculum Tie-in | 21st Century Skills | Materials and Resources |
|---|---|---|---|---|
| Write persuasive essays that establish a clear position and include organized and relevant information to support ideas. | Daily journal writing to help student experience closure and reflection on the day's learning | | | |
| **Research**<br>Identify appropriate sources and gather relevant information from multiple sources.<br><br>Identify element of validity in sources, including publication date, coverage, language, points of view and discuss primary and secondary sources.<br><br>Identify important information found in sources and paragraph the findings in a systematic way. | Identify/research resources and positive attributes of the city.<br><br>Research data / validity of how these attributes relate to your purpose and relevance of your persuasive letter.<br><br>Daily journal writing to help student experience closure and reflection on the day's learning | Glencoe<br>LITERATURE Reading with Purpose– Course 1<br><br>Glencoe<br>Writer's Choice – 6th Grade | Problem-solving<br>Critical thinking<br>Creativity<br>Communication | Access to internet & library<br>Rubric<br>Daily Log<br>Daily Reflection journal |
| **Oral and Visual Communication**<br>Demonstrate active listening strategies.<br><br>Identify the persuasive techniques used in presentations and media messages.<br><br>Use clear diction and tone and adjust volume, phrasing and tempo to stress important ideas.<br><br>Deliver formal and informal descriptive presentations that convey relevant information and descriptive details.<br><br>Deliver persuasive presentations that establish a clear position, include relevant evidence to support position and to address potential concerns of listeners and follow common organizational structures when appropriate. | Following directives/expectations<br><br>Presentations – oral, written, multi-media (student choice within given rubric)<br><br>Group discussions following presentations to give and receive "professional" and respectful feedback<br><br>Collaboration with classmates<br><br>Daily journal writing to help student experience closure and reflection on the day's learning | Glencoe<br>LITERATURE Reading with Purpose– Course 1<br><br>Glencoe<br>Writer's Choice – 6th Grade | Problem-solving<br>Critical thinking<br>Creativity<br>Communication<br>Collaboration | Expectations/guidelines for presentation<br>Persuasive presentation information<br>Daily Log<br>Rubric<br>Daily Reflection journal |

4. Mapping the Project:

**Product**: Students work collaboratively to use the Internet and library resources to research and develop a presentation that shows their ability to use different resources, identify relevant information and demonstrate effective communication skills and credit sources appropriately. Students are encouraged to complete a presentation type (Speech, poster, PowerPoint, etc.) of their choosing that meets the requirements of the given rubric to show their mastery of the given standards and indicators.

| Knowledge and Skills Needed | Already Have Learned | Taught Before the Project | Taught During the Project |
|---|---|---|---|
| 1. Utilization of writing tool to address specific writing purposes | | X | X |
| 2. Identifying relevant information from a variety of sources and how to cite references from those sources | | | X |
| 3. Create a presentation that demonstrates comprehension, formatting, purpose and addresses the appropriate audience. | | | X |
| 4. Model how to use internet browsers, various search engines and library resources to gather information | X | X | X |
| 5. Draw conclusions from data analysis | | | X |
| 6. Effective Communication, Collaboration | | X | X |
| 7. Ability to effectively analyze, compare and contrast details and information from a variety of sources | | | X |
| 8. Steps to planning effective, persuasive writing - including generating writing ideas and the importance of supporting details | | | X |
| 9. Expectations for giving and receiving relevant, respectful feedback | | X | X |

5. Schedule: (see attached calendar)

Project Duration: 12 days Begin Date: May 13, 2013 End Date: May 29, 2013

| Project Benchmarks | Benchmark Date |
|---|---|
| Work collaboratively / Demonstrate active listening strategies in groups. | Ongoing |
| Compare/contrast important details about a topic using difference sources. Analyze information found in maps, charts, tables, graphs, diagrams and cutaways. Submit notes and compare/contrast documentation (Research Log) | May 17, 2013 |
| Identify appropriate sources and gather relevant information from multiple sources. Identify element of validity in sources, including publication date, coverage, language, points of view and discuss primary and secondary sources. Identify important information found in sources and submit the findings in a systematic format. (Research Log) | May 20, 2011 |
| Generate writing ideas through discussions with others and from printed material, and keep a list of writing ideas. Use organizational strategies to plan writing. (Project Checklist) | May 21, 2013 |
| Write a letter that state the purpose, make requests or give compliments and use business letter format. The letter must include a persuasive essay that establishes a clear position and includes organized and relevant information to support ideas. | Rough draft - May 22, 2013<br><br>Final draft – May 24, 2011 |
| Identify the persuasive techniques used in presentations and media messages. Use clear diction and tone and adjust volume, phrasing and tempo to stress important ideas. Deliver formal and informal descriptive presentations that convey relevant information and descriptive details. Deliver persuasive presentations that establish a clear position, include relevant evidence to support position and to address potential concerns of listeners and follow common organizational structures when appropriate | Identify techniques in letters - May 27, 2013<br><br>Identify techniques in presentations - May 28 &29 |
| Create a persuasive presentation project. Present to class and community. | May 28 & 29, 2013 |

6. Monitoring: Three students per group

| Groups/Individuals | Roles | Responsibilities |
|---|---|---|
| All Group Members | Participant | Collaborate with classmates, create a letter, research the project, analyze the data, make citations, create presentation and present |
| 1 per group – rotated daily. | Leader | Ensure that everyone's voice is heard, everyone gets and takes a turn evenly and that the group stays on task. |
| 1 per group – rotated daily. | Recorder | Records accomplishments, benchmarks met and future task each day |
| 1 per group – rotated daily. | Mini-presenter / Communicator | Is responsible for explaining to monitoring staff (teacher/aides/intervention) what the group is currently working on and some their ideas for future. Also discusses major concerns with academic teacher if team is having problems or does not understand the task. |
| All Group Members | Reflector | Reflects on own progress/on-task/collaboration level as well as reflects on other group member's/whole group's effectiveness |

7. Assessment:

| | | |
|---|---|---|
| **Rubric(s) to be used:** (Check all that apply.) | Collaboration | **X** |
| | Critical Thinking & Problem Solving | **X** |
| | Oral Communication | **X** |
| | Written Communication | **X** |
| | Content Knowledge | **X** |
| | Other | |
| **Other classroom assessments for learning:** (Check all that apply) | Quizzes/ tests | |
| | Self-evaluation | **X** |
| | Peer evaluation | **X** |
| | Online tests and exams | |
| | Practice presentations | **X** |
| | Notes and Daily Journal | **X** |
| | Checklists/observations | **X** |
| | Concept maps | |

Assessment Plan:

| Activity | Assessment Type | Frequency |
|---|---|---|
| Daily Participation/Collaboration | Observations/work complete *(formative)* | Daily |
| Research Log | Accuracy/completion *(formative / summative)* | 5/17/13 and 5/20/13 |
| Project Checklist | Pacing and completion *(formative)* | 5/21/13 |
| Self-Reflection | Daily Journal *(formative)* | Weekly |
| Peer Evaluation Checklist | Questionnaire *(summative)* | Once (5/29/13) |
| Identify Persuasive techniques | Rubric *(summative)* | 5/27,28,29/13 |
| Presentation | Rubric | 5/28/13 or 5/29/13 |
| Persuasive letter writing | Rubric | 5/22/13 and 5/24/13 |

8. Reflection and Evaluation:

| **Methods of Reflection & Evaluation:** (Check all that apply) | | |
|---|---|---|
| | Survey | |
| | Student-facilitated formal debrief | X |
| | Teacher-led formal debrief | X |
| | Individual teacher-student evaluations | X |
| | Fishbowl | |
| | Journal Writing/ Learning Log | X |
| | Focus Group | |
| | Tuning Protocol | |
| | Other | X |

Calendar

| Sun. | Monday | Tuesday | Wednesday | Thursday | Friday | Sat. |
|---|---|---|---|---|---|---|
| | 13<br>• Introduce Driving question<br>• Entry Event Letter<br>• Read Memo<br>• Introduce letter to musician asking for a piece of memorabilia<br>• Teambuilding Activity | 14<br>• Collaboration Intro.<br>• Review letter to musician asking for a piece of memorabilia and analyze<br>• *Reflection journal*<br>• *Assess letter writing/letter rubric*<br>• *Reflection journal* | 15<br>• Research city/use log<br>• Introduce using the internet to identify multiple sources and gather relevant information for presentation.<br>• Compare/contrast important details about the city's attributes using difference sources.<br>• Analyze information found in maps, charts, tables, graphs, and diagrams.<br>• Work collaboratively<br>• *Reflection journal* | 16<br>• Research city/use log<br>• Use the internet and library resources to identify multiple sources and gather relevant information for presentation.<br>• Compare/contrast important details about the city's attributes using difference sources.<br>• Analyze information found in maps, charts, tables, graphs, and diagrams.<br>• Work collaboratively<br>• *Reflection journal*<br>• *Discuss Project checklist* | 17<br>• Review day<br>• Expectations<br>• Collaboration<br>• Presentations<br>• Drawing conclusions from data<br>• Persuasive essays<br>• Peer evaluations<br>• *Review group observation checklist* | |
| | 20<br>• Generate writing ideas through discussions with others and from printed material, and keep a list of writing ideas.<br>• Use organizational strategies to plan writing.<br>• Research city/use log<br>• Collaboration<br>• Identify multiple sources and gather relevant information for presentation.<br>• Work collaboratively<br>• *Reflection journal* | 21<br>• Begin persuasive essays that establish a clear position and include organized and relevant information to support ideas.<br>• Identify multiple sources and gather relevant information for presentation.<br>• Work collaboratively<br>• *Reflection journal* | 22<br>• Write persuasive essays that establish a clear position and include organized and relevant information to support ideas.<br>• Identify multiple sources and gather relevant information for presentation.<br>• Work collaboratively<br>• Select format and begin creation of presentation<br>• *Reflection journal* | 23<br>• Create presentation<br>• Reflection journal<br>• Work collaboratively<br>• *Project checklist* | 24<br>• Create presentation<br>• Practice persuasive presentations that establish a clear position.<br>• Reflection journal<br>• Work collaboratively<br>• *Project checklist* | |
| | 27<br>• Create presentation<br>• Practice persuasive presentations that establish a clear position.<br>• Reflection journal<br>• *Project checklist*<br>• *Work collaboratively* | 28<br>• Group presentations to class and community | 29<br>• Student/teacher debriefing | | | |

## 4. Pedagogy

**The School's Education Model is built on the concept of empowering students with 21st Century skills.**

**Our curriculum is aligned to Ohio's Academic Content Standards and Common Core. The state academic content standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's academic standards and gain critical 21st Century skills.**

**Twenty-first Century students need to be adaptive critical thinkers. Students work to become collaborators and team players with good communication skills. Our model focuses on the students' learning styles and levels of ability by providing the instructor with opportunities to differentiate instruction. As such, the education model is designed to address the needs of all students.**

**Students are challenged with individualized, standards-based instruction that incorporates all of the requirements for the 21st Century citizen. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. They are being trained to be media-savvy and career-oriented.**

**Students need to understand and learn how to take advantage of the various forms of technology available to today's work force. Traditionally, teachers delivered content solely through lecture method wherein students then reflected the information back to the teacher. Our teachers employ project-based interactive teaching methods supplemented with traditional methods where appropriate. Thru this interactive method students take ownership of their learning as teachers act as facilitators of ideas and concepts. Students are free to explore their interests within a given educational objective. The instructor can truly use all of the tools available to engage the learner and differentiate instruction. The true focus of our educational model is on the students and how various learning modalities affect their education.**

**Students are further engaged through project-based learning. Students are presented with real world problems and issues and called upon to use all of their existing skills and knowledge to find possible solutions to the problems or a variety of resolutions to an issue. Students are free to explore and discover situations and solutions using any tool that is available to them and will rely on textbooks, computers, various forms of media, and each other to acquire the critical thinking skills that they will need in the future. It is an effective method to differentiate instruction in a full inclusion classroom of students with different abilities. The classroom is no longer a structured setting where students will be sitting and listening to instruction. Children are free to move around as their projects dictate and movement is a key component as the students participate in various forms of hands on learning. For example students are exposed to math manipulatives to allow them to see problems in a new way.**

**Classrooms are set up in centers where students can work either by themselves or in cooperative groups. Students' mastery of a subject is accentuated as they teach each other. Groups of students can work on different aspects of a problem and then work to explain to each other how the solutions were derived. Peers mentor and share ideas and problem solving techniques. The schools are truly striving to prepare the leaders of the 21st Century.**

**Project-based learning functions as a bridge between using English in class and using English in real-life situations outside of class (Fried-Booth, 1997). It does this by placing learners in situations that require authentic use of language in order to communicate (e.g. working in teams) (Stein, 1995). When learners work in pairs or in teams, they find they need communication skills to plan, organize, negotiate, make their points, and arrive at consensus about issues such as which tasks to perform and who will be responsible for each task.**

**Project-based learning is a model in collaborative learning. Within the group, work integral to successful projects, individual interests, strengths and preferred ways of learning (reading, writing, listening, speaking or modeling) are fully utilized, engages and motivates each individual, and strengthens the work of the team as a whole (Lawrence, 1997). In this way, students at risk, those with disabilities, and those with low levels of language proficiency develop 21st century skills while improving their understanding of academic content.**


Research citations:

Fried-Booth, D. L. (1997). Project work. (8th Ed.) Oxford: Oxford University Press

Stein, S. (1995). Equipped for the Future: A Customer-Driven Vision for Adult Literacy and Lifelong Learning. Washington, DC: National Institute for Literacy.

Lawrence, A. (1997). “Expanding capacity in ESOL programs (EXCAP): Using Projects to Enhance Instruction”. *The Journal of the Literacy Assistance Center*. 6 (1), 1-9.

## 5. Assessment

**State-Mandated Assessments**

**The Academys administer all state-mandated assessments specified in the Ohio Revised Code in accordance with the schedule established by the Ohio Department of Education.****

**KRA-L: Kindergarten Readiness Assessment – Literacy: The Kindergarten Readiness Assessment – Literacy is administered to kindergarten students no later than October 1 of each academic year. Mandated by Ohio Law, the assessment measures skill areas important to becoming a successful reader. It helps teachers plan for experiences and lessons that encourage reading.**

**Diagnostic Assessments: The primary purpose of Ohio's diagnostic assessments, which are aligned to Ohio's academic standards, is to provide a tool for teachers in checking the progress of students toward meeting grade-level indicators.**

**Diagnostic Assessments are administered students in grades 1 and 2 in reading, writing and mathematics at least annually. If the school is in "School Improvement" status, a writing diagnostic is administered to students in grade 3.**

**Diagnostic Assessments in reading, writing, and mathematics are administered to all K-2 transfer students and writing for grade 3 transfer students if each applicable Diagnostic Assessment was not administered in the student's previous district or school.**

**Ohio Achievement Assessments (OAA and AASWD) for students grades 3-8. The third-grade OAA in Reading is administered to grade 3 students each fall. Ohio Achievement Assessments for grades 3-8 is administered each spring according to regulations and schedules specified in the Ohio Revised Code and by The Ohio Department of Education.**
**AASWD (Alternative Assessments for students with disabilities) is administered (via a Collection of Evidence process conducted September - March) to students with severe cognitive disabilities as specified on their IEPs.**

**Ohio Test of English Language Acquisition (OTELA) is administered annually to students identified as English Language Learners.**

**** Required assessments and schedules are subject to change pursuant to changes in the Ohio Revised Code and Ohio Department of Education assessments rules and schedules.**

**Supplemental Assessments**

**In addition to administering state-mandated assessments, The Academy will administer formative and summative assessments to identify each student's abilities, level of academic proficiency according to their grade level, and to measure student academic progress over the course of the school year. Supplemental Assessment instruments are subject to change based on identified student needs and alignment with Ohio Academic Standards and Common Core.**

**SCANTRON: Students in grades 2-8 participate in the computer-adaptive Scantron assessments in reading, mathematics, language arts and science three times each year. Scantron assessments are diagnostic, formative and summative. In the fall each year, assessments establish a baseline of each student's academic ability and provide teachers with a means to identify students at risk and/or in need of individual education plans (IEPs). The winter, or mid-year SCANTRON assessments provide students, teachers and their parents with information on the student's academic progress and provides essential information on the probability of passage of the high-stakes OAA assessments and the effectiveness of instructional methods. The end-of-year spring Scantron assessments provides information on student annual academic gains against fall benchmarks, and provides administrators and teachers with information on the effectiveness of instruction. As a computer-adaptive assessment, teachers receive Scantron assessment scores immediately, allowing them to discuss results with students and make necessary instructional adjustments.**

**Parents are provided with results of their student's KRA-L, Diagnostics, and Scantron assessment results during parent-teacher conferences. Parents are provided a Department of Education generated report detailing the results of OAA assessments with strategies on how they can help their student succeed. In addition, parents/guardians receive 4 report cards detailing results of student formative assessments and classroom work.**

**Results of AASWD assessment for students with disabilities and ELL student OTELA tests are provided to parents in conference and as needed.**

**All Department of Education assessments are scored by the Department of Education. Scantron computer-adaptive assessments are scored by SCANTRON Corporation. Other formative assessments are managed by the classroom teacher. The Academies' Director of Testing and Data Analysis provides the administration and teachers with testing schedules, provides and trains the school administrators and test coordinators with high stakes testing and test security procedures, collects and provides the school with an analysis of high stakes state-mandated and Scantron test results.**

**The School adheres to the measures of academic performance and accountability provisions for community schools offering any of grade levels four to eight as specified in the Ohio Revised Code, as indicated on the annual Local Report Card.**

**In addition to the formative assessments that are available and can be created in Scantron, Academy teachers, along with members of the Curriculum Committee develop end-of-unit assessments and assessments designed to evaluate student learning at the end of projects.**

## 6. At-Risk Student Populations

(a) **Students with Disabilities**

**The Academy follows Ohio's Special Education Model Policies and Procedures.**

**Starting with the Response to Intervention (RTI) process conducted in the general classroom, the Academy's 3-tiered RTI process utilizes multiple measures including results from district/state testing (KRA-L, OAA, Diagnostics), normative testing (Scantron), report cards/progress reports, classroom-based assessments, incident reports, behavior logs, suspensions, anecdotal records, assessments of project-based learning activities, and teacher observations.**

**When a disability is suspected, the student is referred to the School's Intervention Assistance Team (IAT). If the student fails to thrive, (s)he is referred for a Multi-factored Evaluation. If the student is found to qualify for a disability, an IEP is developed.**

**General Education Teachers and Intervention Specialists coordinate activities related to the student's intervention plan through mutual planning time and joint meetings with service providers. Joint in-services provide additional opportunities for coordinated activities. In addition, Intervention Specialists work in the general education classroom with students and teachers.**

**The kinds and types of services provided may include psychological testing and services, speech and language, occupational therapy, physical therapy, transportation, behavior therapy, and health services.**

**Achievement and progress of students is tracked and measured through test scores including OAA, AASWD, in-class formative assessments and other assessments that may be specified in the student's IEP. Progress Reports are generated and reviewed to track the student's progress against IEP goals.**

**Special Education audits conducted by the School's Educational Service Provider (ESP), sponsor, as well as periodic audits conducted by the Ohio Department of Education Office for Exceptional Children assures that the needs of students with disabilities are being met.**

**(b) English Language Learners (ELL) / Limited English Proficient Students (LEP)**

**LEP/ELL students are identified according to the guidelines and procedures specified by the 2010 ODE Revised Guidelines for the Identification and Assessment of Limited English Proficient Students.**

**Details can be found at:**
**http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationID=499&ContentID=16099&Content=111488)**

**The Academy utilizes the Home Language Survey develop by the Department of Education to identify students whose primary or home language is other than English (PHLOTE) according ODE guidelines. Once students have met the PHLOTE criteria ("failed the PHLOTE"), the school contracts with PSI services to evaluate the student's level of English proficiency and to develop an appropriate service plan, which can occur both in a general education setting and/or other settings. These may include the participation of an LEP/ELL teacher and/or contracted services for initial native language instruction, and a phasing-in of English instruction.**

**Materials utilized may include computer-aided language instruction such as Rosetta Stone, and materials provided through PSI services, the Lau Resource Center and Ohio Teachers of English to Speakers of Other Languages (TESOL). TESOL also provides professional development for LEP/ELL teachers. Providers of LEP/ELL services and general education teachers regularly communicate to assure any necessary accommodations in instruction and/or testing are provided.**

**Students identified as LEP/ELL must participate in annual Ohio Test of English Language Acquisition (OTELA) testing to determine their level of English proficiency. To exit the LEP/ELL program, students need to demonstrate the ability to understand, speak, read and write the English language at a level in which they are able to 1) achieve successfully in classrooms where the language of instruction is in English; 2) meaningfully participate in academic assessments in English; and 3) participate fully in society in the United States.**

**A student has attained the required English proficiency to be exited from the LEP/ELL program when the (s)he has obtained a composite score of 5 on the OTELA or obtains a composite score of 4 on the OTELA, completes a trial period of mainstream instruction and obtains a composite score of 4 or above on the OTELA during the trial period of mainstream instruction. According to ODE special conditions, students cannot be exited from an ESL program before grade 3.**

**Parents are informed of the student's LEP/ELL status and program first through a parent notification letter in either English or the parent's native language detailing the results of the English language assessment, explaining the need for LEP/ELL services, program participation and exit requirements, providing the parent with program options. Parents are informed regularly of the student's progress, their OTELA results, and are informed when the student has met the criteria for exiting the LEP/ELL program.**

**The effectiveness of the LEP/ELL program and services will be evaluated each year via Ohio's Annual Measurable Achievement Objectives and Ohio's Revised Title III Accountability Plan.**

**(c) Low Performing Students**

**Low performing students are identified through the Academy's RTI process.**

**Resources used to help identify low-performing and at-risk students may include a review of historical academic achievement to identify trends, OAA test scores, ODE diagnostics, Scantron, and classroom formative assessments.**

**Students at risk of not meeting academic standards are provided individually-designed interventions which may include one-on-one tutoring, third-party tutoring services through Title I Supplemental Educational Services, small group instruction, supplemental instructional materials and study guides, and access to supplemental electronic education resources such as Headsprout and Study Island.**

**Student progress is monitored through understanding and achievement demonstrated by in-class formative assessments, Scantron, OAA practice tests, and demonstration of skill and knowledge through project-based learning activities.**

## 7. Instructional Leadership

**Instructional leadership will be provided by the School Principal/Administrator with guidance from the Academy Vice President and Director of Curriculum.**

**The primary focus of the School Principal/Administrator is to lead teachers in the improvement in the quality of instruction. Primary responsibilities of curriculum, instruction, assessment, teacher support, evaluation and professional development are overseen by the Principal/Administrator with support and resources provided by the ESP.**

**Other areas of School Principal/Administrator that are supported by the ESP include Operations, Personnel, Co-Curricular Programs, Student Services and Supplementary Programs, Physical Plant, Pupil and Parents/Guardian relationships, Enrollment and Community Outreach.**

**Expectations for student achievement follow ODE student achievement guidelines. Expectations for teacher performance are results oriented, tied to student achievement and academic growth. Student achievement and annual expectations are developed by School leadership and the ESP based on student data and ODE student achievement and growth expectations. Prior to the start of the school year, two School leadership and teachers participate in two weeks of professional development which includes**

**setting and defining teacher and student performance expectations. Standard operating procedures are provided along with baseline student data.**

**Effectiveness of the instructional program and curriculum effectiveness is continuously monitored through review of student progress and achievement data; teacher observations, parental feedback, attendance statistics and reviews of student discipline incidents. In addition, monitoring of parental and student involvement in non-academic programs and events provides vital information on the level of student and family engagement in the school and effectiveness of its programs.**

## Teacher Observation and Evaluation Procedures

### Purpose and Procedure

1. The purpose of the observation and evaluation is to:
   a. Identify and document observed teacher competencies,
   b. Establish a uniform, objective framework of observing and assessing teacher performance,
   c. Commend exemplary teacher practices,
   d. Identify areas for improvement and positive assistance,
   e. Facilitate teacher/evaluator communication, and
   f. Provide a basis for personnel decisions including promotions, reassignments, contract status, contract renewal, contract non-renewal or termination.

2. Procedures
   a. Within five (5) workdays of a teacher's first workday, he/she shall be notified of the name of his/her evaluator. They will also be formally briefed on the Academy's performance expectations, observation and evaluation procedures, criteria, and the observation and evaluation instruments which will be used by the Administrator/designee.
   b. The evaluation of other personnel shall be based on their performance of assigned duties, including all classroom and group responsibilities.

### Formal Observation (i.e. Formal Teacher Observation Form) and Evaluation (i.e. Formal Teacher Evaluation Form) Cycles

1. Newly hired teachers and teachers whose overall last evaluation was unsatisfactory will be formally observed at least two (2) times and evaluated at least one (1) time before Winter Break. They will also be formally observed at least two (2) more times and evaluated one (1) more time between returning from Winter Break and April 15.
2. All other teachers will be formally observed at least one (1) time before January 15. They will also be formally observed one (1) more time and evaluated at least one (1) time between February 1 and April 15.
3. Teachers who have satisfactorily taught for five (5) consecutive years will be formally observed at least one (1) time before Winter Break, and formally evaluated at least one (1) time between returning from Winter Break and April 15 every other year.

### Formal Observations (i.e. Formal Teacher Observation Form)

1. Formal classroom observations, as required, shall be duration of at least thirty (30) consecutive minutes.
2. Within five (5) workdays of each formal observation, the evaluator shall prepare an observation report and schedule a conference to review and discuss it with the teacher.
3. When observation conferences are held, an attempt should be made to ensure conferences are uninterrupted and are of sufficient length to discuss the observation.
4. The employee shall sign the evaluator's copy of the formal observation form solely for the purpose of acknowledging receipt of the report and that a conference took place.
5. Within five (5) workdays from the date of conference a written response may be submitted to the evaluator. The evaluator will sign and date the teacher's copy of the response solely for the purpose of acknowledging receipt of the response. The response will be attached to and made part of the formal observation form.

### Observations by other Evaluators and/or Management

1. Any information provided by another evaluator and/or management may be reflected in the formal evaluation.

2. If an evaluator and/or management provide written information to the formal evaluator about the job performance of a staff member, it shall be based on direct observation and shall be presented to the evaluator within five (5) workdays of such observation.

**Formal Evaluation (i.e. Teacher Evaluation Form)**

1. Third party information (i.e. information received from a student, parent or staff member) will be investigated by the Administration and discussed with the staff member. If the Administrator believes the information is accurate, relevant, and relates to the employee's performance, it may be used for evaluation purposes.
2. The employee shall sign the evaluator's copy of the evaluation solely for the purpose of acknowledging receipt of the evaluation and that a conference took place.
3. Within five (5) workdays from the date of conference a written response may be submitted to the evaluator. The evaluator will sign and date the teacher's copy of the response solely for the purpose of acknowledging receipt of the response. The response will be attached to and made part of the evaluation.

**Performance Improvement Plan**

1. Should unsatisfactory performance be recorded in the observation or evaluation of a teacher, the evaluator shall meet with the employee to provide the employee with specific, written recommendations for improvement using the Performance Improvement Plan.
2. This meeting will occur within five (5) workdays of the observation or evaluation. The administrator shall provide positive assistance to the employee as he/she attempts to remediate his/her deficiencies. Positive assistance may include, but is not limited to, specific directives, classroom visitations, attendance at professional development sessions, and pairing with a mentor.
3. Generally and unless otherwise directed, the employee shall have twenty (20) school days in which to make corrections or improvements of any noted deficiencies after the evaluator has advised the teacher and has provided assistance as outlined above. Where the school year permits, documented follow-up must take place within twenty (20) school days of the date of notification.

**General Provisions**

1. Employees with two consecutive unsatisfactory evaluations of any type (mid-term or final) may be terminated for cause.
2. Employees shall not be formally observed or evaluated during last ten (10) days of the school year.
3. When an evaluator is unable to meet deadlines as noted, due to illness or other circumstances beyond an evaluator's control, compliance with the deadline will be waived for a reasonable period of time under the circumstances, not to exceed fifteen (15) workdays. Alternatively, another designated party may perform the function of the evaluator.
4. Unless otherwise mutually agreed, an observation conducted as part of the formal evaluation process shall not take place during the last workday preceding or the first workday following any recess period, or the first day back to work after three (3) consecutive days of absence by the staff member being observed.

**Completed Formal Observations and Evaluations**

1. Fall evaluations must be submitted to the Vice President before Winter Break. After reviewing the material, the Vice President will forward the material to the Human Resources Department by January 10.
2. Spring evaluations must be submitted to the Vice President by April 20. After reviewing the material, the Vice President will forward the material to the Human Resources Department by May 1.

## 8. Professional Development

**The School's professional development program will be an ongoing process designed to constantly engage staff members and to ensure that all staff members are informed of the: 1) best practices available to increase student achievement and or professional growth for their respective positions; 2) current district policies and priorities; 3) statewide and federal program requirements and legal issues; 4) technology usage strategies and techniques; 5) current trends in education and social, emotional and global cultural awareness; and 6) differentiated instruction methodologies, project based learning techniques, techniques for individualizing educational opportunities.**

**The professional development program at the School is delivered in a variety of stages. The first stage is a position specific training program. This training program imparts the School's mission of providing a 21st century learning environment to enable students to reach academic goals and become 21st century citizens. Upon the initial immersion into the culture and community of the School and the completion of the initial training, training will be routinely provided throughout the year. Furthermore, the School provides various in-services, continuing education opportunities and mentorship programs.**

**Staff is given a professional development survey that allows them an opportunity to inform administration of their desired professional development needs. All professional development opportunities for teaching staff members will be linked to improving student academic achievement in both content area coursework and state assessments. The School strives to consistently educate its staff members to ensure that the staff is all working cohesively in an effort to nurture its student population toward the overall goal of advancing students who are collaborative, technology savvy, creative and critical thinkers, and who are locally and globally aware.**

**Staff members are required to attend professional development trainings two weeks prior to the start of each school year and on scheduled in-service days throughout the course of the year. A specifically tailored Professional Staff Development program will be developed and implemented for each staff member based upon their professional development survey and administrator input. The methods of delivering the programs will include, but not be limited to large group instruction, small group instruction, individualized activities, and electronic trainings as development and training through computerized programs, video conferencing and web-based content delivery. Novice teachers will receive additional support through a mandatory mentoring program. The mentoring program will continue throughout the first few years of employment. The mentoring program will also ensure that novice teachers will have an opportunity to receive one-on-one assistance through teacher leaders in the building.**

**Lastly, to ensure that the previously mentioned staff development techniques are working, employees are reviewed twice per year in a wide array of areas we believe that an employee needs to be successful. Sample areas of evaluation include but are not limited to: quality of instruction, content area mastery, classroom management techniques, communication skills, initiative, adaptability, planning and organization, cooperation, judgment, dependability and innovation. Depending on the individual staff member's review and the results thereof, an employee will be assisted in the areas that need improvement through such means as in-house, in-service development presentations, tuition reimbursement for courses at local colleges and universities, third-party seminars, and mentoring programs with some of our more seasoned employees in that individual's area of concentration.**

**The school believes that effective and ongoing professional development is essential for student achievement and staff growth, therefore the School will commit the necessary resources in order to ensure that the professional development occurs.**

## 9. Accountability Plan

### (a) Accountability Plan Goals

**School Performance Standards**

**Academic Goals:**

- The School will measure its academic performance and accountability as specified in the Ohio Revised Code and indicated on the annual Local Report Card.
- The School will achieve and maintain an Ohio Local Report Card designation above Academic Emergency for two of the three most recent years as defined by the Ohio Department of Education ratings, or the school, as a whole, will demonstrate one year's growth in reading or mathematics for two of the three most recent years as indicated by Ohio Value-Added composite measurement.
- Year one of operations (2012-2013 SY) will serve as a baseline for all future academic performance assessments.

**Non-Academic Goals include:**

- Attendance at a minimum of 93% as measured by the Local Report Card.
- Annual Parent Satisfaction surveys will result in at least seventy-five (75%) of parents indicating satisfaction with The School and its educational program.
- Annual Student Satisfaction surveys will result in at least at least seventy-five (75%) of students indicating satisfaction with their experiences at the school.

**SMART Goals – Specific, Measurable, Attainable, Relevant, Time-sensitive**

SMART Goal – Reading: Grades K,1. Sixty percent (60%) of students in grades K and 1 who meet the ODE Kids That Count criteria will show annual growth over baseline KRA-L and Diagnostic Measures so that end-of-year measures indicate that student has met grade level requirements.

SMART Goal – Reading: Grade 2. Sixty percent (60%) of students in grade 2 who meet the ODE Kids That Count criteria will meet at least one (1) year of academic growth as determined by observed means gains measured by the nationally normed assessment Scantron Performance Series (or similarly adopted adaptive assessment).

SMART Goal – Reading: Grade 3. Sixty percent (60%) of students in grade 2 who meet the ODE Kids That Count criteria will meet at least one (1) year of academic growth as determined by observed means gains measured by the nationally normed assessment Scantron Performance Series (or similarly adopted adaptive assessment). Seventy-five (75%) of students who meet the ODE Kids That Count criteria will attain a proficiency rating either on the Fall or Spring OAA reading.

SMART Goal – Reading: Grades 4-8. Sixty percent (60%) of students in grades 4-8 who meet the ODE Kids That Count criteria will meet at least one (1) year of academic growth as determined by observed means gains measures by the nationally normed assessment Scantron Performance Series (or similarly adopted adaptive assessment) OR meet ODE Value-Added measures of one-year growth, OR show greater that 50% probability of passing the OAA assessment for the next academic year. Seventy-five (75%) of students who meet the ODE Kids That Count criteria will attain a proficiency rating on the annual OAA.

SMART Goal – Math: Grade K. Sixty percent (60%) of students in grade K who meet the ODE Kids That Count criteria show end-of-year "at grade-level" growth (1) as measured by the ODE Diagnostic Measures or through a comparable diagnostic measurement tool.

SMART Goal – Math: Grade 1. Sixty percent (60%) of students in grade 1 who meet the ODE Kids That Count criteria will show annual improvement over baseline Math Diagnostic Measures so that end-of-year measures indicate that student has met grade level requirements or has shown at least 1-year growth.

SMART Goal – Math: Grades 2,3. Sixty percent (60%) of students in grades 2 and 3 who meet the ODE Kids That Count criteria will meet at least one (1) year of academic growth as determined by observed means gains as measured by the nationally normed assessment Scantron Performance Series (or similarly adopted adaptive assessment). Seventy-five (75%) of Grade 3 students who meet the ODE Kids That Count criteria will attain a proficiency rating on the annual OAA.

SMART Goal – Math: Grades 4-8. Sixty percent (60%) of students in grades 4-8 who meet the ODE Kids That Count criteria will meet at least one (1) year of academic growth as determined by observed means gains as measured by the nationally normed assessment Scantron Performance Series (or similarly adopted adaptive assessment) OR meet ODE Value-Added measures of on-year growth, OR show greater that 50% probability of passing the OAA assessment for the next academic year. Seventy-five (75%) of students who meet the ODE Kids That Count criteria will attain a proficiency rating on the annual OAA.

SMART Goal measures apply to all student subgroups including economic disadvantaged and students with disabilities.

## 10. Progress Monitoring

**Progress toward achieving goals and mission will be measured through :**

- **Ohio Local Report Card**
- **Value-Added measures**
- **Available testing data (OAA test scores, Scantron progress/growth reports during norming periods)**
- **Monthly Attendance Statistics**
- **Teacher-participation in professional development/in-services**
- **Annual Parent and Student Surveys**
- **Number of student discipline referrals**

**Information will be shared with stakeholders through:**

- **Monthly school reports detailing progress are made to the board (and sponsor), school leadership team, ESP**
- **An annual report will be made to the board and sponsor**
- **All stakeholders will be provided access to the Local Report Card.**

# ORGANIZATIONAL VIABILITY

## 1. Organizational Chart

Provide an organizational chart for the school and a narrative description of the chart.

Provide a copy of the proposed Board by-laws and code of ethics.

(a) School Board Roles and Responsibilities

Describe the roles and responsibilities of your school's board of trustees. Explain the following elements in your response: selecting school leader(s) (and partner or management organizations, if any); monitoring school performance; evaluating school leaders (and partner or management organizations, if any); and holding school leaders (and partner or management organizations, if any) accountable for achievement of the school's mission and goals.

(b) School Board Design

Provide the following information regarding the Governing Authority: number of board members; board member recruitment and selection process and criteria; officer positions; standing committees (if any); ex-officio members (voting and non-voting); frequency of board and committee meetings; delegation of authority; procedures for publicizing and conducting school board meetings and taking and maintaining board and committee meeting minutes; procedures for handling complaints, including from staff and parents; and board training and development.

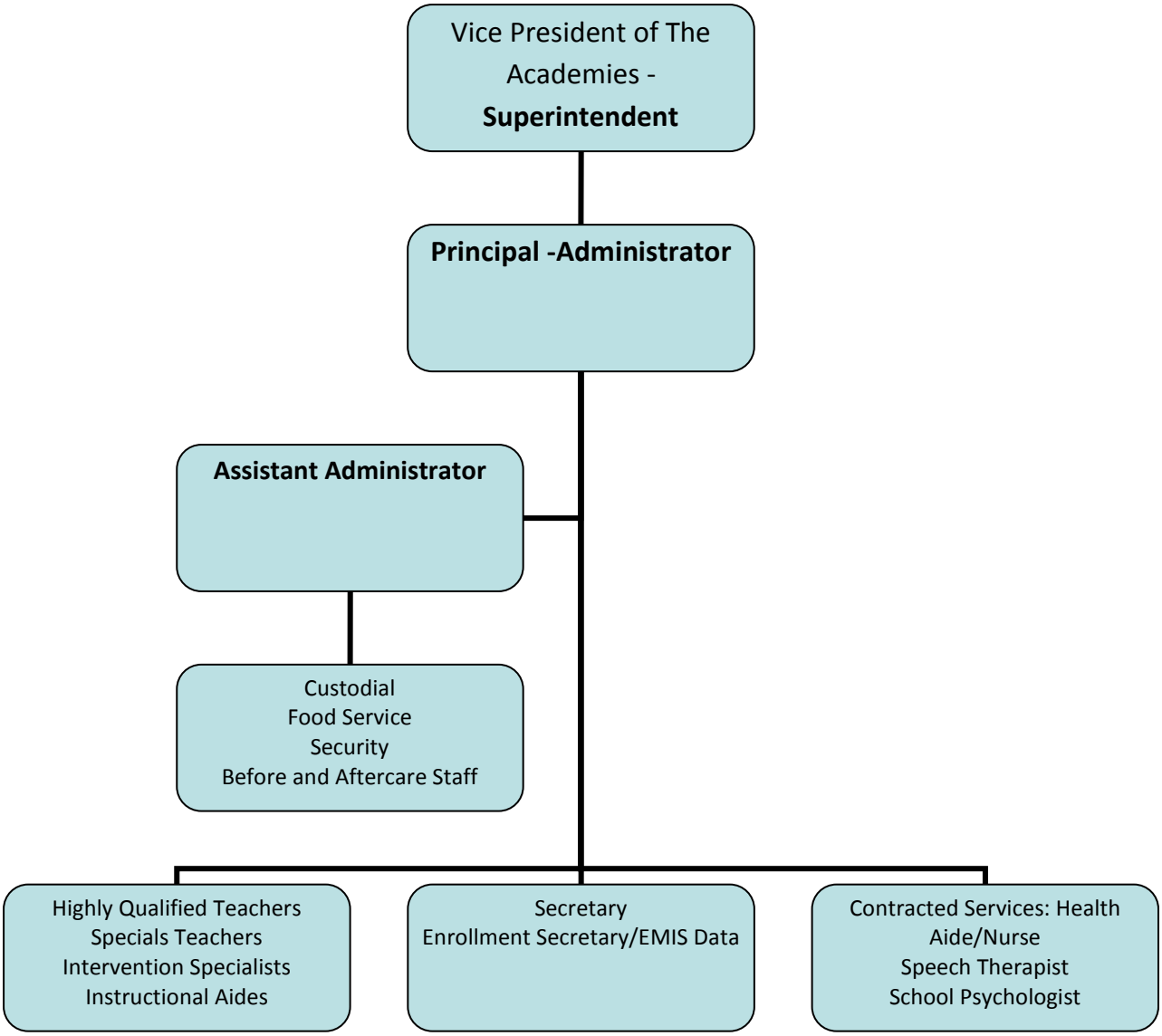
Explain the capacity of this founding board to govern the proposed school and ensure the achievement of its mission, including the relevant skill sets and experiences of the proposed board members.

## 2. Personnel

The School's staffing plan will based on student enrollment numbers.

The following is a list of the types of positions that will be needed to staff the school. Certain positions will vary in number in relation to the student enrollment, and others may come about via contracted services:

- Administrator
- Assistant Administrator (if enrollment exceeds 225 students)
- Secretary
- Enrollment Secretary/EMIS Data
- Teachers
- Instructional Aides
- Intervention Specialists
- Specials Teachers (Art, Music, and Physical Education)
- Health Aide/Nurse
- Psychologist
- Speech Therapist
- Custodian
- Food Service staff
- Before/After school care staff (if applicable)
- Security



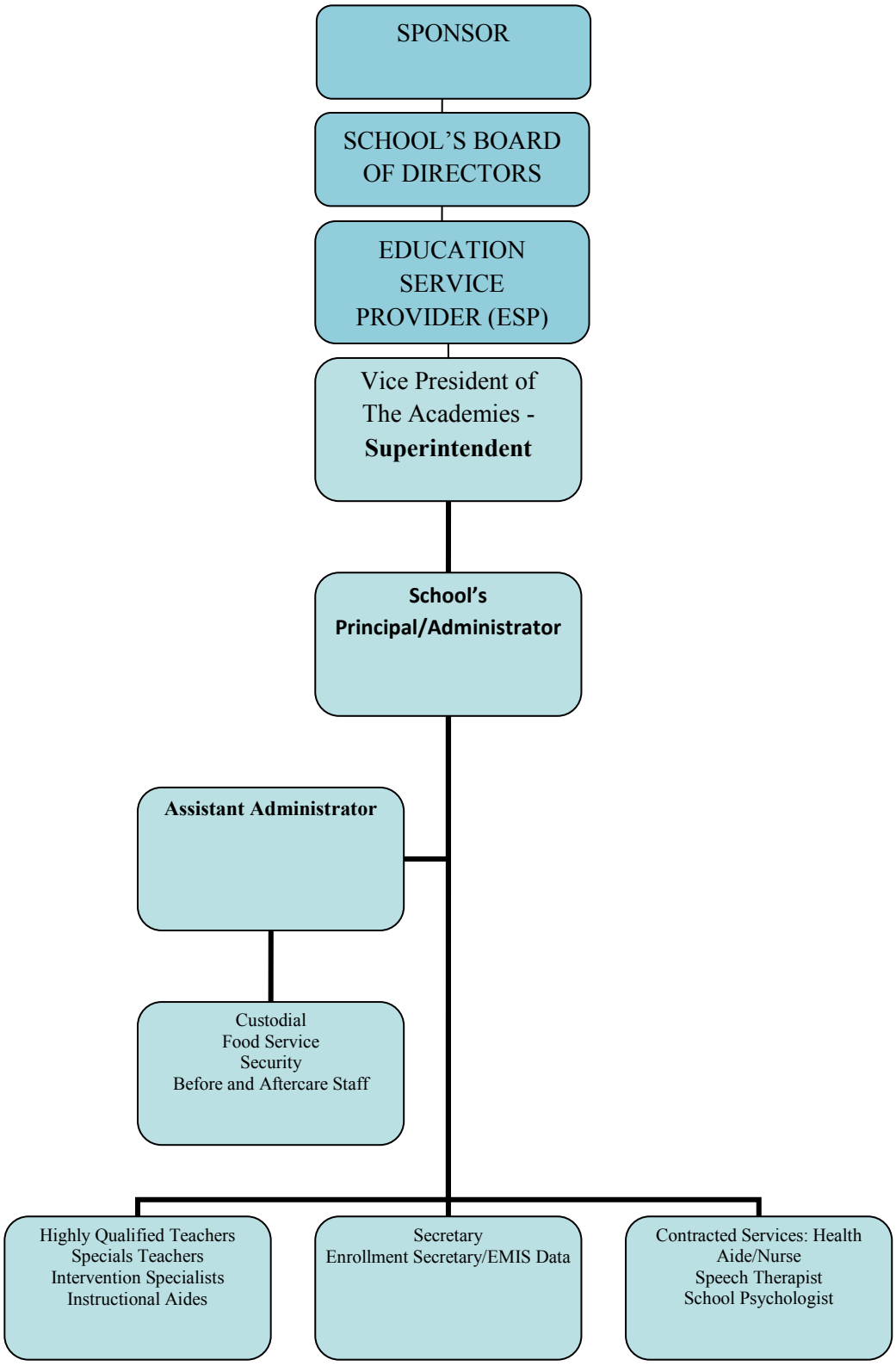

(a) School Leader

The Board of Directors and the EMO will work together to hire the Administrator for the School. The new Administrator will engage in an intensive training program to ensure that he or she is prepared to manage the daily operations of the School. In addition, the Administrator will receive on-the-job training involving mentoring and training with a high-performing, experienced Administrator currently operating a School based on the K-8 model.

The qualifications for the School Principal/Administrator include:

- Bachelors Degree in Education or other related discipline
- Principal license
- Teaching experience preferred
- Minimum of three (3) years of experience in a supervisory role
- Excellent oral and written communication skills
- Computer literacy
- Effective organizational skills with the ability to perform multiple tasks
- FBI, BCI and TB check
- Able to meet educational standards as applicable and other relevant criteria as determined by White Hat Management.

(c) Management Structure



The Board has elected to partner with a White Hat Management, LLC affiliate ("White Hat" or "EMO") to provide the initial financial, administrative and operational resources necessary to successfully open a community school in the State of Ohio. White Hat is able to provide the initial capital outlay for the School's facilities, equipment and technology. Therefore, the Board will not be solely reliant on the availability of charitable contributions or federal and state grants. As such, prospective students will enter the School as envisioned, with all available equipment, technology, software and curricular materials necessary to accomplish the School's mission. Through the EMO partnership, the Board can help ensure that the School is indeed an epicenter where student resources are aligned and connected.

White Hat will manage the day-to-day operations of the School, including facilities management, equipment, purchasing, technology, operational support services (including execution of the educational model), human resources and training, grant management, and financial reporting and compliance. To meet these operational responsibilities, White Hat employs a team of professionals including accountants, auditors, industry experts, and attorneys who ensure that its' schools are compliant with statutory and contract requirements, fiscally sound, and functioning properly.

The Board's goal will be to ensure that the School engenders public confidence that citizens' money is being well spent. This is one reason why the proposed Board selected White Hat to assist with the financial operations of the School. White Hat-managed Schools have continually met sponsor and state auditor requirements. This is an indication that White Hat implements sound fiscal policies and internal controls, adheres to the requirements of community school agreements and other contracts, and complies with all applicable federal, state, and local laws and regulations.

Ohio schools managed by White Hat where the EMO performed financial officer services were the first community schools to receive the prestigious Certificate of Achievement for Excellence in Financial Reporting ("CAFR") from the Government Finance Officers Association of the United States and Canada. The CAFR is a designation that the annual financial reports prepared by White Hat for those schools achieved the highest standards in government accounting and financial reporting.

As set forth above, the School will ultimately be governed by the Board and then operated by the EMO and School staff. The EMO will report directly to the Board. The EMO will be accountable for providing sufficient, timely and accurate information to the Board on financial operations, effectiveness of internal controls, facility and capital improvements, and compliance with other aspects of the management agreement between the Board and ESP.

### (d) Staff Recruitment and Retention

**Staff Recruitment:**

Upon contractual agreement between the Board of Directors and a White Hat Management affiliate, the EMO will immediately begin developing a pool of candidates for various staff positions. Such a pool will come from applications that are on file, postings in other White Hat managed schools, newspaper ads, internet job postings, college career services, college career fairs, candidate walk:-ins, education publications, and various other miscellaneous sources.

The Administrator, Assistant Administrator, Enrollment Secretary, and Secretary will be the first positions to be filled. As soon as the pool of candidates has been established and their applications and resumes are on file, paper screening will be the first step in the selection process. From there, interviews will be scheduled. The interviewers typically consist of a representative from White Hat's Human Resource Department, the White Hat's Academy Executive Team, and the building Administrator. If an interview is scheduled for an Intervention Specialist position the Director of Special Education will also be involved. Upon the completion of the interviews, reference checking will take place. After all of the above- mentioned steps are favorable, a contract will be offered. Any candidate not offered a contract will be notified.

Each job description carries qualifications required of that position.
Educational staff are required to hold the certifications and licenses required by the Department of Education.
School leaders (Principal/Administration; Assistant Administrator) are required to have educational leadership experience and/or certifications appropriate for that position.

**Staff Retention:**

Staff satisfaction and retention indicates that staff members understands and believes in the School's mission, educational goals and believes the School is progressing toward accomplishing these goals and fulfilling its mission. Therefore, staff satisfaction and retention are evidence of academic success. Accordingly, the School's goal shall be to retain seventy-five percent (75%) of its staff from the previous year of operation.

Staff receives competitive salaries and benefits, ongoing professional development options and the opportunity to further their education under a tuition-reimbursement program for job-related degree pursuits. A work environment that encourages and rewards innovation and participation in setting and fulfilling goals adds to job satisfaction and a sense of "making a difference" in the quality of lives of children and their families contributes to staff satisfaction and retention. These are benefits and motivating factors for all staff, especially those who hold the designation of Highly Qualified Teacher.

## 3. Parental Involvement

The parent is most familiar with a student's educational challenges, goals and struggles, and can therefore assess whether the School's academic program is serving that student's needs.
The School Principal/Administrator maintains a policy of open communication. Parents may call or schedule visits to discuss concerns or suggestions for school improvement.

Opportunities for parent involvement include parent-teacher conferences, attendance and involvement in school and community events sponsored by the school, involvement in Parent-Teacher Organization, field-trip monitoring, and attendance at school board meetings. Parents have the opportunity to apply to serve on the School Board, and participate on the School Improvement Committee.

Based upon the premise that parent satisfaction is probably the most significant indicator of School success, the School will survey a representative sample of parents with a questionnaire in the spring of each school year. The questionnaire will pose questions concerning satisfaction with the School program and request suggestions for improvement. This survey will result in at least seventy-five percent (75%) of parents indicating satisfaction with the School and its educational program.

## 4. Student Recruitment and Retention

Like many other urban areas, this community faces significant challenges in meeting the needs of its student population. The School will offer open-enrollment for all students in grades K-8. Experience tells us that many of the students will be at-risk, functioning below grade level. Most high-risk students are unsuccessful not because they do not want to succeed, but rather due to not having a system that is designed in a format that meets their needs. The School's educational program will be based upon the premise that high-risk students have different needs, learn at different rates and have diverse learning styles. The instructional program is designed to meet all students where they are and then move them ahead as far as they can achieve.

### Recruitment Plans, Retention

While the School anticipates receiving some school district referrals, many of the School's students will most likely hear of the School through other sources. The marketing strategy that the School will utilize will take an innovative approach by building name identification through a series of tactics, including community events, outdoor, broadcast and web advertising, as well as social and print media channels. Print collateral also will be developed to include posters, flyers and direct mail pieces. Communication deliverables will highlight actual students and parents, which will build awareness and increase the sense of community.

The School's marketing efforts will include a focus on local community involvement through active collaborations with local businesses, community organizations and local citizens. The School will also identify students in need of help through the School's Administrator, Teachers, Intervention and Enrollment Specialist and the EMO's Community Liaison. These professionals will engage in grassroots outreach efforts and cultivate local relationships with community and volunteer organizations, businesses and local government.

**Student Retention:** Student and Parent satisfaction and retention is key to the success of the School. Students whose enrollment in a school exceeds 3-5 years have higher academic achievement. Parents who select to re-

enroll their student(s) show believe in the School's mission, have higher levels of involvement. The School's goal shall be to retain seventy-five percent (75%) of its students from each previous school year.

Each February, student re-enrollment packets are made available for families. Families who have not re-enrolled their students by March 1 are contacted by enrollment staff and/or teachers to discuss their educational plans for the upcoming school year and to address any concerns or roadblocks to the student's continued enrollment. At that time, the School makes early enrollment available for siblings.

## FACILITY

### 1. Proposed Facility Needs

Describe the facility needs of the proposed school for each year of the sponsorship period, including any unique features necessary to implement your school design and academic program. Your response should address:

- The desired location of the school facility;
- The number of general education classrooms required each year;
- Any additional classroom space required for special education or ESL services, specialty classes and intervention or enrichment programs;
- Space requirements for administrative functions, food services and physical education.

(a) Facility Selection
Describe the efforts to date to secure a facility for the school.

- If a facility has been identified, describe the facility and how it meets your needs, including its location and whether it is new construction, part of an existing public or private school building, or must be renovated for use.
- If a facility has not been identified, explain your plans for securing a suitable facility and preparing it for use by the time you intend to open the school including any contingency planning.
- If the proposed facility space is provided by the school district of location, the applicant must also describe its contingency plans should such space be unavailable.

## FISCAL VIABILITY

1. Provide a start-up budget AND a detailed 5-year Forecast. The start-up budget cannot rely on any grant revenue unless the grant has already been approved and funded. All Budgets must be balanced and operate within the school's revenue constraints.

Provide supporting evidence in the form of a narrative that the start-up budget plan, the first-year operational budget and cash flow, and the five-year budget plans are fiscally sound and that the proposed school would have sufficient start-up funds available to it. Provide the rationale for or source of the assumptions upon which your budget rests and explain how your budget supports the implementation of the academic program described in this proposal.

# Action Plan Pre-opening plans – subject to change

| Assumptions | Start | End |
|---|---|---|
| Conceptual design of proposed school | completed | |
| Needs assessment | completed | |
| Governing Authority/Board | completed | |
| Site Search | 10/1/2011 | 12/5/2011 |
| Lease negotiations | 1/2/2012 | 2/6/2012 |
| Design/Construction/Renovation | 2/6/2012 | 8/6/2012 |
| Legal/insurances/EIN | In progress | |
| School open for staff/training | 8/13/2012 | |
| School open for students (tentative) | 8/27/2012 | |
| **TASKS** | Start | End |
| Enrollment/Marketing Plans | 02/2012 | 3/1/2012 |
| Contract adoption deadline (to ODE) | | 3/15/2012 |
| Layout, design, bid documents | 2/6/2012 | 3/17/2012 |
| Submit renovation/construction plans to Building Dept. | | 4/16/2012 |
| Building permit obtained | | 4/30/2012 |
| Construction /Renovation | 4/16/2012 | 8/6/2012 |
| Begin accepting enrollment | 05/2012 | 8/27/2012 |
| Complete signage plans, submit to Building Dept. | 2/1/2012 | 4/16/2012 |
| Obtain exterior sign permit/begin mfg. - installation | 5/28/2012 | 7/2/2012 |
| Interior signage mfg./installation | 5/28/2012 | 7/2/2012 |
| Order lines for fire system monitoring | 5/7/2012 | |
| Plan furniture/equipment – place orders/install | 5/14/2012 | |
| Ads for staff positions | 4/30/2012 | |
| Administrator & Enrollment staff hired | | 6/11/2012 |
| Administrator & Enrollment staff hired training | 6/11/2012 | 6/25/2012 |
| Order textbooks, curricula materials | 6/25/2012 | |
| Enrollment office identified & secured | | 6/11/2012 |
| Purchase computers, Promethean Boards | 6/25/2012 | |
| Data Lines | 3/16/2012 | 7/30/2012 |
| Cabling, IDF, UPS & PDUs, Wireless, IT | 3/16/2012 | 7/30/2012 |
| Install phone lines | 3/16/2012 | 7/30/2012 |
| Install interior/exterior signage | | 7/2/2012 |
| Secure location for student cumulative files | | 7/9/2012 |
| Secure student transportation | | 7/30/2012 |
| Set up SIS, select ITC, establish SSID account | 7/30/2012 | 8/13/2012 |
| Set up OEDS-R, SOES, FLICS, EMAD, EVASS, SAFE accounts | 7/30/2012 | 8/13/2012 |
| Certificate of occupancy | | 8/6/2012 |
| School open for operation | | 8/6/2012 |
| Image computers/install | | 8/6/2012 |
| Completion of all necessary permits and inspections for school opening | | 8/6/2012 |
| Sponsor site visit | | 8/6/2012 |
| Staff start & begin training | 8/13/2012 | 8/27/2012 |

| | | |
|---|---|---|
| **Opening Assurances submitted to Office of Community Schools (sponsor)** | | 8/13/2012 |
| **1st day of school** | | 8/27/2012 |

# APPLICANT CERTIFICATION

In submitting this application for sponsorship, the development team for the proposed community school and I recognize that the Ohio Department of Education receives this application for sponsorship pursuant to Section 3314.029 of the Revised Code. The applicant (or its agent) hereby certifies that the information in this application is complete and accurate to the best of its knowledge and acknowledges its obligation to promptly inform the Ohio Department of Education of any material changes.

Applicant Signature _____ Date 9/28/11

**Characteristics of the Community**

The Community School will be located within the Columbus City Public Schools district (CPS). Specifically, the school will serve K-8 students who reside in neighborhoods along W Broad St. CPS currently operates elementary schools and middle schools in the vicinity of the proposed community school. CPS has earned the district designation, "Continuous Improvement," on the 2010-2011 school report card. In 2010-2011, CPS met 5 out of 26 performance indicators on the local report card. The districts' student population did not meet any of the required 75% proficiency standards in grades 3 through 8 in math, reading, or science. The district is classified as being in District Improvement Year 7 and must continue to implement a restructuring plan for failure to meet standards in math, reading and science for the past seven years.

West High School did not meet adequate yearly progress and only met 2 of the 12 school performance indicators. The students who matriculate from grade schools and middle schools on the west side of Columbus are in need of quality options.

Wedgewood middle school met 1 of 8 school performance indicators and is in school improvement year 6 in accordance with the federally mandated No Child Left Behind (NCLB) standards. Hilltonia middle school met 1 of 8 school performance indicators, is in school improvement year 8 in accordance with federally mandated No Child Left Behind (NCLB) standards, and has a school designation of academic watch. Starling middle school met 1 of 8 school performance indicators, is in school improvement year 7 in accordance with federally mandated No Child Left Behind (NCLB) standards, and has a school designation of academic watch. Westmoor middle school met 2 of 8 school performance indicators and is in school improvement year 4 in accordance with federally mandated No Child Left Behind (NCLB) standards. Wedgewood, Hilltonia and Starling middle schools did not meet any of the student academic proficiency requirements in $6^{th}$, $7^{th}$ and $8^{th}$ grade. Westmoor middle school did not meet any of the student academic proficiency requirements in $6^{th}$ or $7^{th}$ grade.

West Broad elementary school met 1 of 8 school performance indicators, is in school improvement year 5 in accordance with federally mandated No Child Left Behind (NCLB) standards, and has a school designation of academic watch. Lindberg elementary school met 2 of 8 school performance indicators, is in school improvement year 4 in accordance with federally mandated No Child Left Behind (NCLB) standards, and has a school designation of academic watch. Rankin elementary school met 1 of 8 school performance indicators is in school improvement year 2 in accordance with federally mandated No Child Left Behind (NCLB) standards. None of the three elementary schools and have met any of the student academic proficiency requirements in $3^{rd}$, $4^{th}$ and $5^{th}$ grade.

Note: All statistical data cited herein is based on the 2010-2011 school report for the Columbus Public School District which can be found on the website of Ohio Department of Education.

# ATTACHMENT 1

# ADDENDUM TO COMMUNITY SCHOOL APPLICATION

Pursuant to Amended Substitute House Bill 153, applicant state that it will:

- Supply evidence necessary to show applicant's ability to provide any required bond or guarantee, which shall be used to pay the state any moneys owed by the community school in the event the school closes;

- Comply with all applicable provisions of Revised Code chapter 3314, including the requirement to be established as a nonprofit corporation or public benefit corporation in accordance with division (A)(1) of section 3314.03 of the Revised Code as indicated in the Community School Contract;

- Attest that no unresolved finding of recovery has been issued by the auditor of state against any person, group of individuals, or entity that is a party to this Application and no person who is party to this Application has been a member of the governing authority of any community school that has permanently closed and against which an unresolved finding of recovery has been issued by the auditor of state;

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution;

- Be a new start-up school;

- Employ only those teachers licensed in the manner prescribed by division (A)(10) of section 3314.03 of the Revised Code in addition to those requirements set forth in the Community School Contract;

- Comply with all of the provisions of law enumerated in divisions (A)(11)(d) and (e) of section 3314.03 of the Revised Code and of division (A)(11)(h) of that section, if applicable;

- Comply with division (A)(11)(f) of section 3314.03 of the Revised Code relating to the school's graduation and curriculum requirements;

- Provide a description of the school's mission and educational program, the characteristics of the students the school is expected to attract, the ages and grade levels of students, and the focus of the curriculum outlined in Attachment 7 to this Application;

- Provide a description of the school's governing authority outlined in attachment 6 to this Application, which shall be in compliance with division (E) of section 3314.02 of the Revised Code and will not permit any person to serve on the governing authority or operate the community school under contract with the governing authority so long as the person owes the state any money or is in a dispute over whether the person owes the state any money concerning the operation of a community school that has closed, not permit any person to serve on the governing authorities of more than two start-up community

schools at the same time; not permit any present or former member, or immediate relative of a present or former member, of the governing authority of any community school established under this chapter to be an owner, employee, or consultant of any nonprofit or for-profit operator of a community school, unless at least one year has elapsed since the conclusion of the person's membership;

- Provide a description of the school's admission and dismissal policies, which shall be in compliance with divisions (A)(5) and (6) of section 3314.03 of the Revised Code as outlined in the Community School Contract;

- Provide a description of the school's business plan, including a five-year financial forecast as outlined in the Community School Contract;

- Provide a description of the applicant's resources and capacity to establish and operate the school as outlined in Attachment 2;

- Provide a description of the school's academic goals to be achieved and the method of measurement that will be used to determine progress toward those goals, which shall include the statewide achievement assessments as outlined in the Community School Contract and Attachment 7;

- Provide a description of the facilities to be used by the school and their locations as outlined in Attachment 5; and

- Provide a description of the learning opportunities that will be offered to students including both classroom-based and nonclassroom-based learning opportunities that are in compliance with criteria for student participation established by the department under division (L)(2) of section 3314.08 of the Revised Code as outlined in Attachment 7.

## APPLICANT CERTIFICATION

I hereby certify the information in this addendum is complete and accurate to the best of my knowledge and acknowledge my obligation to promptly inform Ohio Department of Education of any material changes.

Applicant Signature _____ Date 9/28/11

# ATTACHMENT 2

Ohio Department of Education

Deborah S. Delisle, Superintendent of Public Instruction

Operator Information Sheet for Opening a New Start-Up Community School in partnership with a highly rated Ohio community school

Sponsor: Ohio Department of Education
Name of **Proposed** School: Signal Tree Academy South, Inc.
District of location of **Proposed** School: Columbus
Name of **Successful** School: See attached
IRN of **Successful** School: See attached

Operator Name: ST Central Columbus, LLC
E-mail Address: Rodd.Coker@whitehatmgmt.com
Physical Address: 159 S. Main Street, Suite 600, Akron, Ohio 44308
Phone: (330) 535-6868 Fax: (330) 535-5055

Checklist for required documents:

| *Required for each new start-up:* | | *And if the Operator works with out-of-state charters:* | |
|---|---|---|---|
| Contract between the Operator & the Successful School's Governing Authority | X | Documents showing the names and ratings of Ohio community schools that contract with the Operator and are rated CI or higher on the 2009-2010 LRC | |
| Copy of 2009-2010 LRC for the Successful School | X | Documents showing the names and ratings of out-of-state charters that contract with the Operator and are rated CI or higher for the most recent school year | |
| Copy of agreement between the Operator & the Proposed School's Governing Authority | X | Documents showing the names of Ohio community schools that contract with the Operator and have contracted executed after June, 2007 | |

Please send this Information Sheet along with the required documents to:

Office of Community Schools
25 South Front Street, Mail Stop 307
Columbus, Ohio 43215-4183
Attention: Operator Information

The Ohio Department of Education
Office of Community Schools
25 South Front Street, Mail Stop 307
Columbus, OH 43215-4183
Office phone – 614-466-7058
Fax 614 466-8506

## Operator Provision

1. Contract – Operator & Successful School
2. 2009-2010 LRC for Successful School
3. Contract – Operator and Proposed School

AMENDED AND RESTATED MANAGEMENT AGREEMENT

THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this 7th day of August, 2008, by and between WHLS of Ohio, LLC, a Nevada limited liability company (the "Company") and Life Skills Center of Canton, an Ohio not-for-profit corporation (the "Non-Profit").

WITNESSETH:

WHEREAS, the Non-Profit is a not-for-profit corporation which continuously strives to improve its community and the lives of its residents;

WHEREAS, the Non-Profit is aware of the increasing problem of high school aged children in its community dropping out of high school whereby these students do not receive a satisfactory education, which is vital to their success in life;

WHEREAS, the Non-Profit desires to educate high school students in the Stark County area and other at risk students, and to help said students to find employment opportunities;

WHEREAS, the Non-Profit is aware of a unique group of schools called "Life Skills Centers" that strive to reach out to students who have dropped out of, or are at risk of dropping out of, their respective high schools, and provide those individuals with a high school education, employability skills training and other life skills which are necessary to commence and live a successful and rewarding life;

WHEREAS, the Non-Profit desires to continue the operation of a Life Skills Center;

WHEREAS, the Non-Profit does not currently possess all of the requisite knowledge, skills and experience to operate a Life Skills Center independently;

WHEREAS, the Non-Profit does not have all the requisite financial and operational resources to hire and train personnel, purchase furniture, equipment, software and materials, and perform other actions necessary to properly open, run and maintain a charter school;

WHEREAS, the Company has developed the Life Skills Center Educational Model and has aided in the formation and operation of more than thirty Life Skills Centers and provides the requisite educational, managerial, financial and other consulting services necessary which would not normally be available;

WHEREAS, the Non-Profit desires the Company to provide such requisite management, educational, financial and other consulting services necessary to operate a Life Skills Center all in accordance with the charter school contract entered into with its Authorizer (the "Contract"); and

WHEREAS, the Company desires to provide the aforementioned services and other expertise referenced above.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Statement of Mission and Purpose; Services and Deliverables.

A. Mission and Purpose. The parties acknowledge and agree that the following statement (herein referred to as the "Statement of Mission and Purpose") reflects the overall principles and philosophy upon which the School is being developed and that all services to be provided and all obligations of the parties hereunder are to be in accordance with these overriding principles:

i. The Non-Profit has developed a philosophy of recognizing each student as an individual. The educational program, goals and objectives, and methods of accountability toward the objectives, must be set according to the situation of each individual student. Each student must be offered the opportunity to learn at his/her own pace, but at the same time recognizing that he/she must reach certain milestones in each educational calendar year that support the State's learning requirements.

ii. The Non-Profit has selected an electronic based/teacher assisted delivery as the model to implement this philosophy. The goal of the Non-Profit is to provide a school program and educational opportunities for students that might not be best suited for traditional schools and to maximize development and learning for students leading to a high school diploma. These students include, but are not necessarily limited to:

a. Students who have dropped out of their school of last attendance or who are perilously close to doing so;

b. Students looking to improve the remedial support of their academic program on a more individual basis which cannot be obtained in a traditional high school environment;

c. Students who may suffer emotional distress/social issues from relationship issues within traditional school environments;

d. Students with other family requirements and/or commitments that may prevent attendance at regularly scheduled programs at traditional local schools.

iii. The Educational Model must offer students the ability to be challenged, and it must support remediation efforts that might be applicable. Students should not be limited in development in one subject area due to performance limits in other subject areas.

iv. Objectives for academic progress for each school calendar period must be defined, and progress toward these objectives must be demonstrated and communicated to the student in each calendar period.

v. Students must accomplish progress toward the diploma and toward all other School requirements in its Contract on an annual basis.

vi. Enrollment of each student must be reviewed, documented, and controlled to be able to justify that: (a) the student meets recommendations supporting admission to the School; and (b) academic progress is being met according to the student's objectives for the calendar period.

vii. Recognizing that student learning is often related to a teacher's ability to assist the learning process, the School requires a teacher development program to define teacher qualifications and performance requirements, to regularly document and communicate perceived performance, and to implement a professional development program aimed at improving the effectiveness of each teacher's ability to help students' learning, in general.

viii. The School must demonstrate curriculum alignment with the state standards applicable to the School.

ix. In particular, the School should provide development of communication skills, writing and speaking, and should offer a mechanism for development of teamwork skills.

x. All requirements of local, state and federal laws relating to charter schools must be met, and all audits relating to the demonstration of these requirements must be successfully completed, given allowance for appropriate time for documentation, reporting, analysis, and rectification of any non-compliances and complaints.

B. In accordance with the foregoing, the Company, among other things, shall provide the School the following services subject to the approval of the Non-Profit Board:

i. School Facility.

a. Identify the demographics of the population of students that the School may appeal to;

b. Identify necessary components of and possible ideal locations for the School's Facility;

c. Identify, investigate and evaluate specific options available for the School Facility in identified areas;

d. When a qualified potential School Facility is located, negotiate the lease or purchase of the School Facility (in the event that a lease is chosen, the lease shall be entered into by the Company and the Company will use good faith efforts to negotiate a right to assign the lease to the Non-Profit, at the Non-Profit's option), and

e. Make reasonable improvements in the School Facility as needed for the School's operations and the safety, health and welfare of the School's students.

ii. Equipment, Technology, and Operational Support Services:

a. Research, investigate and evaluate possible manufacturers and equipment that can assist the Non-Profit to achieve its mission, educational goals and performance objectives as stated in the Contract and as reflected in the Statement of Mission and Purpose;

b. Once possible alternatives are identified, perform additional due diligence regarding terms, conditions and pricing of manufacturer, equipment and competitors;

c. Negotiate the terms of the purchase or lease of all furniture, computers, software, equipment, and other personal property necessary for the operation of the School; and

d. Consummate the purchase or lease of the equipment and from the time of the purchase or lease and at all times thereafter, manage and maintain the equipment in proper working order (provided that any leases shall be entered into by the Company and the Company shall use good faith efforts to negotiate a right to assign the lease to the Non-Profit, at the Non-Profit's option).

e. Fully integrate the purchased technology with the School's curriculum;

f. Perform initial and ongoing staff and teacher training with respect to the technology and various procedures, including utilization of forms and systems;

g. Consult and advise in implementing accounting and bookkeeping systems and preparing for annual audits as required by the State or any other governmental entity having jurisdiction over the School;

h. Perform quality data tracking, including, but not limited to, student data such as attendance, performance, etc., and tying together all school data as the technology system is developed;

i. Provide periodic reports on student performance, and whether educational goals and measurements are being achieved as required by the Contract;

j. Provide access to Company supply sources (including supply sources of affiliates of the Company) to obtain centralized purchasing discounts where applicable and available;

k. Consult on physical facility layout, maintenance and capital improvements; and

l. Perform such other technology support services as are from time to time requested by the Non-Profit Board and mutually agreed upon by the Non-Profit and the Company.

iii. Management and Management Consulting:

a. Perform day-to-day management of the School, in accordance with the Statement of Mission and Purpose of the Non-Profit, the Contract and subject at all times to the direction given by the Non-Profit Board;

b. Perform Educational Model, curriculum and program development subject to the review and approval of the Non-Profit Board;

c. Perform repeated evaluation, assessment and continuous improvement of the School's Educational Model, curriculum and program;

d. Assist in preparation of the budget and financial reports for submission to the Non-Profit Board for approval illustrating, among other things, actual results and how those results align with the projected budgets and explaining variances;

e. Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations or required by the Contract;

f. Perform advisory services regarding special education and special needs students, programs, processes and reimbursements through the Company's Special Education Department;

g. Provide all data information management services, testing, and testing analysis;

h. Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Company;

i. Assist in identifying and applying for grants;

j. Assist in spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto;

k. Coordinate with other advisors engaged by the Non-Profit Board, including, but not limited to, legal and financial advisors;

l. Perform such other reasonable management and management consulting services as are from time to time requested by the Non-Profit Board and mutually agreed upon by the Non-Profit and the Company, including, but not limited to, attendance at the Non-Profit Board's meetings and marketing the School's programs.

iv. Insurance:

a. Evaluate appropriate types and levels of insurance coverage for the operations of the School taking into account the activities of the School and the Company and the types and levels of insurance maintained by similarly situated schools; and

b. Obtain quotes for such insurance from reputable providers and purchase and at all times maintain adequate insurance coverage.

c. The Company shall maintain the following insurance covering its operations:

1. General Casualty and Risk Insurance on the School facility in an amount not less than full replacement value.

2. General Liability Insurance in an amount of not less than One Million Dollars per occurrence and Five Million Dollars aggregate.

2. Term. The term of this Agreement shall be divided into two phases:

A. The Initial Phase. The Initial Phase, which shall commence on the date of this Agreement and shall remain in effect through the last day of the fiscal year ending June 30, 2013; and

B. The Renewal Phase. The Renewal Phase, shall automatically renew this Agreement for two additional, five (5) year terms unless one party notifies the other party on or before February 1 prior to the expiration of the then-current term of its intention to not renew this Agreement.

i. Renewal Phase I will remain in effect through June 30, 2018, and
ii. Renewal Phase II will provide an additional five (5) year term through June 30, 2023.

Additionally, this Agreement shall not renew in the event that the Contract expires or is otherwise terminated.

3. Contract. The Non-Profit Board of Directors (the "Non-Profit Board") shall govern the School and be responsible for its operation in accordance with the Contract. In order to assist the Non-Profit Board and the School in carrying out the terms of the Contract, the Non-Profit Board hereby contracts with the Company to provide the Educational Model and any and all functions, equipment, supplies, facilities, services and labor relating to the provision of education, management and day-to-day operation of the School, all in strict accordance with the terms and conditions of the Contract and in keeping with the Statement of Mission and Purpose. The Company will assume all financial risk associated with the day-to-day operation of the School, except as otherwise specifically set forth herein.

In the event that mandated changes or modifications occur within the contractual relationship by and between the Sponsor and the Non-Profit Board, such changes or modifications shall not affect the responsibilities between the Company and the Non-Profit Board during the current term of this Agreement.

Subject to Section 4 below, the Non-Profit Board will be responsible, at its sole cost and expense, for the following expenses: directors' and officers' insurance, legal fees for representation of the Non-Profit Board, general accounting, audit and tax preparation fees (not day-to-day financial management of the School which shall be the responsibility of the Company), and any other miscellaneous expenses, costs and/or fees involved with the Non-Profit Board's oversight of the Company's performance or not incurred in the normal day-to-day operation of the School (the "School Expenses").

4. School Expense Accommodation by the Company. During the time this Agreement is in effect, the Company shall pay, which payment shall be treated as an advance against future revenues by the Company to the Non-Profit and which shall be evidenced by a loan, any properly incurred School Expense under the following terms and conditions: (a) a reasonable estimate of the expense is submitted to the Company by the Non-Profit and is approved by the Company, in writing, prior to the expense being incurred; (b) the Non-Profit has not received funding from any source for the operation of the School sufficient to pay the School Expense; and (c) such School Expenses advanced by the Company as set forth above, shall be payable by the Non-Profit, in whole or in part, at such time as the Non-Profit receives revenue to pay the same and carry a cash surplus in its accounts equal to at least three months of reasonably anticipated operating expenses. Such advance shall be evidenced by a Promissory Note, Security Agreement and UCC Financing Statements acceptable to the Company and the Non-Profit. In no event shall any such promissory note provide for recourse against any member of the Board, management of the School or any other third party.

5. Responsibility. The Company shall be responsible and accountable to the Non-Profit Board for the administration, operation and performance of the School in accordance with the Non-Profit's Contract, the Statement of Mission and Purpose and the laws of the State of Ohio. The Company shall:

A. Provide information and written reports reasonably requested by the Non-Profit Board and consistent with the Statement of Mission and Purpose, including periodic reports on student performance, copies of all reports and other materials provided to the oversight entity and evidence of compliance with the terms of the Contract;

B. Meet with the Non-Profit Board on such frequency as the Non-Profit Board shall reasonably request.

6. Educational Program. The Educational Model and program developed and provided by the Company to the Non-Profit has been approved by the Non-Profit Board and may be adapted and modified by the Company from time to time, as mutually agreed upon by the Non-Profit and the Company. The Non-Profit and the Company agree to work together to effectuate any necessary change in the educational program, recognizing that an essential principle of this educational program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, provided that any such changes shall be consistent with the Statement of Mission and Purpose.

7. Subcontracts. The Company reserves the right to subcontract any and all aspects of services it agrees to provide to the School. The Company shall be solely responsible for all costs, expenses and fees associated with such subcontractors.

8. Operations. In providing services required by this Agreement, the Company must observe and comply with all applicable federal, state and local statutes, and the requirement that the Non-Profit be able to maintain its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, once tax-exempt status is obtained. The Company shall be responsible and accountable to the Non-Profit Board for the administration, operation and performance of the School in accordance with the Non-Profit's Contract.

9. Student Recruitment. Subject at all times to the direction of the Non-Profit Board, the Company shall be responsible for the recruitment and enrollment of students subject to general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the Contract and in compliance with all applicable federal, state and local law.

10. Rules and Procedures. The Company shall propose and the Board shall adopt reasonable rules, regulations and procedures applicable to the School, and the Company shall be required by the Non-Profit to enforce such rules, regulations and procedures at all times.

11. Authority. The Company shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the direction of the Non-Profit Board.

12. Obligation of the Non-Profit Board. The Non-Profit Board shall work with the Company to develop policies, rules, regulations, procedures, curriculum, and budgets which the Company shall implement and follow in providing the Educational Model.

13. Fees.

A. Educational Model Development Fee. As the Company is directly liable for the development and day-to-day-operations of the School, the Non-Profit shall pay to the Company the sum of any grants intended to cover start-up costs of the School to the extent permitted by the terms of such grants, which shall be non-refundable and deemed fully earned when paid.

B. Management, Consulting, and Operation Fee. The Non-Profit shall pay a monthly continuing fee (the "Continuing Fee") to the Company of Ninety-Seven Percent (97%) of the Qualified Gross Revenues of the Non-Profit. Gross revenues shall include any revenue per student received by the Non-Profit from the State of Ohio Department of Education and other federal, state and local revenue the Non-Profit receives, unless those revenues are otherwise provided for herein (the "Qualified Gross Revenues"). Qualified Gross Revenues do not include: student fees, charitable contributions, PTA/PTO income, federal title programs and such other federal, state, and local government grant funding designated to compensate the Non-Profit for the education of its students, development of its facilities, financing of its operations and other miscellaneous revenue received which funds shall be paid to the party bearing the expense.

The Continuing Fee shall be paid on or before the 15th day of each month based upon an estimate of monthly Qualified Gross Revenues agreed upon by Non-Profit and Company subject to semi-annual reconciliation based upon actual revenue received (including the final month of the term, even though the payment may be made beyond expiration of the term).

C. Payment of Costs. Except as otherwise provided in this Agreement, all costs incurred in providing the education program and day-to-day operation at the School shall be paid by the Company. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, computer and other equipment, software, supplies, building payments, maintenance, and capital improvements. It is understood that upon termination of this Agreement all personal property used in the operation of the School which is owned by the Company, other than proprietary materials of the Company, shall become the property of the Non-Profit free and clear of all liens or other encumbrances upon the Non-Profit paying to the Company an amount equal to the "remaining cost basis" of the personal property on the date of termination, less any developmental or start-up grants received for said personal property. The "remaining cost basis" of such personal property shall be calculated based upon the undepreciated cost of such property based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures, and textbooks, five (5) years, leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was first placed in service.

In the event the Non-Profit purchases the personal property, it must purchase all of the personal property, except any proprietary materials and must also lease or purchase any real property used in school operations.

D. Grants. The Company, from time to time, may apply for available grants in the name of the Non-Profit, which will (i.) provide additional funding to the Non-Profit, (ii.) aid the Non-Profit in fulfilling the terms of the Contract, and/or (iii.) provide additional services and programs to the students.

The Non-Profit Board shall approve grant applications including any fees to be paid. Following the expenditure of said grant funds, the Non-Profit Board may direct and participate in any audit of said funds and the Company shall provide to the Non-Profit any information requested which bears upon the audit.

All fees payable hereunder shall, at the Company's option, be made via electronic funds transfer. The Non-Profit shall cooperate with the Company to set up and establish necessary accounts and procedures. This Section 13 shall survive any expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

14. Personnel and Training.

A. Personnel Responsibility. In addition to the other duties to be performed by the Company hereunder, and subject to the oversight of the Non-Profit Board, the Company shall also have the responsibility and authority to determine staffing levels, salaries, and to select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the Contract, the Statement of Mission and Purpose and state and federal law.

B. School Administrator. The Company will have the authority, consistent with the Contract and state law and subject to the oversight of the Non-Profit Board, to select and supervise the School Administrator and to hold him or her accountable for the success of the School. The School Administrator and the Company, in turn, will have similar authority to select and hold accountable the teachers in the School, subject to the oversight of the Non-Profit Board.

C. Teachers. Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Company shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the School, subject to the oversight of the Non-Profit Board. The Company shall provide the School with such teachers, qualified in the grade levels and subjects required, as are required by law, subject to the oversight of the Non-Profit Board. The curriculum taught by such teachers shall be the curriculum prescribed by the Company and approved by the Non-Profit Board. Such teachers may, at the discretion of the Company, work at the School on a full or part time basis.

D. Support Staff. Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Company shall determine the number and functions of support staff, qualified in the areas required, as are required by the School, subject to the oversight of the Non-Profit Board. Such support staff may, at the discretion of the Company, work at the School on a full or part time basis.

E. Training. Subject to direction from the Non-Profit Board, the Company shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Company determines as reasonable and necessary under the circumstances, subject to direction from the Non-Profit Board.

F. Salary and Benefits. Upon the request of the Non-Profit, from time to time, the Company shall inform the Non-Profit of compensation and fringe benefit levels of any employee of the Company assigned to the School. For employees that the Company provides to the School, the Company assumes full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance.

15. Additional Programs. The services provided by the Company and the Non-Profit under this Agreement consist of the educational program during the school year and school day, and for the age and grade level of students as set forth in the Contract, as such school year, school day, and age and grade level may change from time to time. The Non-Profit and the Company may decide to provide such additional programs as may be mutually agreed upon by the Non-Profit and the Company.

16. Termination by the Non-Profit. The Non-Profit may, at its option, terminate this Agreement upon the occurrence of any of the following events:

A. The Contract is not awarded;

B. The Company materially breaches this Agreement or the Contract and the Company does not cure said material breach within 30 days of its receipt of written notice from the Non-Profit, unless the breach cannot be reasonably cured within 30 days, in which case, the Company shall promptly undertake and continue efforts to cure said material breach within a reasonable time. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the Non-Profit;

C. The Company files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors;

D. Failure to maintain the insurance coverages as described above; or

E. The parties agree in writing to terminate the Agreement.

17. Termination by the Company. The Company may, at its option, terminate this Agreement upon the occurrence of any of the following events:

A. Excluding the first year of operation, if any academic year results in operating deficits, provided that any notice of termination delivered to the Non-Profit after school opens for education of students for any school year shall not be effective until the next succeeding academic year;

B. The Non-Profit fails to pay any fees due to the Company within fourteen (14) days of receiving written notice that such fees are due;

C. The Non-Profit is in material default under any other condition, term or provisions of this Agreement or the Contract, which default remains uncured for the period of thirty (30) days from the time that the Non-Profit receives written notice of said default, unless the default cannot be reasonably cured within 30 days, in which case the Non-Profit shall promptly undertake or continue efforts to cure said material default within a reasonable time;

D. Any adverse and material change in local, state or federal funding for the Non-Profit's students provided that any notice of termination delivered to the Non-Profit after school opens for education of students for any school year shall not be effective until the next succeeding academic year; or

E. Any Company facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the School is damaged so that, in the Company's reasonable discretion, providing, maintenance or continuing of School operations would be unfeasible, uneconomical or impractical, provided that notice of termination is delivered by the Company to the Non-Profit promptly (within sixty (60) days) after the occurrence of the event(s) giving rise to such right of termination.

In the event that the Non-Profit or the Company elects to terminate this Agreement for any of the aforementioned reasons, except failure to pay and the Non-Profit continues to pay the Company the fees due the Company pursuant to Section 13, then the Company shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the Non-Profit fails to continue to pay the fees owed to the Company pursuant to Section 13, the Company may terminate the Agreement after the expiration of the 14 day period and it shall not be obligated to provide any additional services, materials, equipment of facilities whatsoever.

18. Duties Upon Termination.

A. Upon termination of this Agreement for any reason whatsoever, the Non-Profit shall immediately pay to the Company and/or any of the Company's affiliates any monies owing to such person or entity. Furthermore, the Non-Profit shall return to the Company any materials containing the Educational Model, the Company's methods of instruction or operation and, subject to paragraph (B) below, all Company real and personal property, the parties acknowledging that, subject to paragraph (B) below, all such material purchased by the Company in furtherance of this Agreement shall be property of the Company. The Company shall assist the Non-Profit in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other Non-Profit property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the Non-Profit, and (iii) at the Non-Profit's option, delivering student records directly to the students. This Section 18(A) shall survive any expiration or termination of this Agreement.

B. Upon termination of this Agreement for any reason, the Non-Profit shall have the right at its sole option, exercisable by written notice to the Company delivered within 30 days of the final date of termination, to (i) have all personal and real property leases

relating to operation of the School assigned to and assumed by the Non-Profit, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by the Company (excepting any proprietary materials) including, but not limited to, facility improvements, and used exclusively or primarily in connection with the operation of the School. The purchase price for any such owned assets or improvements acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section 18(B) shall survive any expiration or termination of this Agreement.

For purposes of this Agreement, the "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by the Company. In the event that Non-Profit purchases the personal property it must purchase all of said personal property, except any proprietary materials, and must also exercise the Non-Profit's option to assume the lease of the School Facility and vice versa.

C. All financial, educational and student records of the Non-Profit are Non-Profit property and such records are subject to the Freedom of Information Act. In addition, all Non-Profit financial records shall be made available to the Non-Profit's independent auditor.

19. License. As was delineated earlier, the Company developed and owns proprietary rights to the Life Skills Center Educational Model and name. The Company hereby grants the Non-Profit a limited license to use the Educational Model and the name "Life Skills Center of Canton" (the "Name") in regard to its operation of the School. At such time as this Agreement is terminated or otherwise expires, the license granted herein shall automatically terminate and the Non-Profit shall (a) immediately cease use of the Name and Educational Model; (b) immediately begin doing business by some name other than the Name(s), which new name shall not consist in any variation or manner of the words "Life," "Skills," or "Center" used in combination with each other; and (c) notify the Authorizer of the Contract, the Department of Education and any other oversight entity of the name change including, but not limited to, the Secretary of State. This Section 19 shall survive any expiration or termination of this Agreement.

20. Relationship of the Parties. The parties hereto acknowledge that their relationship is that of each party being viewed as independent contractors. No employee, consultant or compensated individual of either party shall be deemed an employee, consultant, or compensated individual of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

21. No Third Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

22. Notices. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

| | |
|---|---|
| If to the Company, to: | WHLS of Ohio, LLC<br>159 South Main Street<br>600 Key Building<br>Akron, Ohio 44308<br>Attn: President<br>Facsimile: 330-762-5037 |
| With a copy to: | Brennan, Manna & Diamond<br>75 East Market Street<br>Akron, Ohio 44308<br>Attn: John F. Martin<br>Phone: 330-253-5060<br>Facsimile: 330-253-1977 |
| If to the Non-Profit, to: | Life Skills Center of Canton<br>1100 Cleveland Avenue NW<br>Canton, Ohio 44702<br>Attn: Board President<br>Phone:<br>Facsimile: |
| With a copy to: | April Hart Todd<br>_____<br>_____<br>_____<br>_____ |

23. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

24. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to any jurisdiction's conflict of laws provisions.

26. Assignment; Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. Independent Activity. All of the parties to this Agreement understand that WHLS of Ohio, LLC's business is to operate and manage charter schools throughout the State. As such, the parties agree that WHLS of Ohio, LLC, and its affiliates, may operate other charter schools in multiple states including the State of Ohio whether the same may be considered competitive with the School.

28. Representations and Warranties of the Company. The Company hereby represents and warrants to the School as follows:

A. The Company is duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

B. The Company has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Company enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

C. The Company has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

D. The Company has the financial ability to perform all of its duties and obligations under this Agreement.

29. Arbitration.

A. In the event of any dispute between the parties hereto, the parties shall settle said dispute through arbitration (unless otherwise required by any applicable insurance policy or contract). In the event arbitration is the applicable form of dispute resolution, each party shall appoint one arbitrator and then the two previously selected arbitrators shall agree upon a third. The arbitration shall take place utilizing the then-current rules of the American Arbitration Association ("AAA") and shall take place in the State of Ohio, County of Summit.

B. The parties shall have the right of limited pre-hearing discovery, in accordance with the U.S. Federal Rules of Civil Procedure, as then in effect, for a period not to exceed sixty (60) days.

C. As soon as the discovery is concluded, but in any event within thirty (30) days thereafter, the arbitrators shall hold a hearing in accordance with the aforesaid AAA rules. Thereafter, the arbitrators shall promptly render a written decision, together with a written opinion setting forth in reasonable detail the grounds for such decision. Any award by the arbitrators in connection with such decision may also provide that the prevailing party shall recover its reasonable attorneys' fees and other costs incurred in the proceedings, in addition to any other relief which may be granted.

D. Judgment may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.

30. Indemnification of the Parties. The Non-Profit and the Company (herein referred to as "Party" and/or "Parties") shall indemnify and hold harmless each other and its Board of Directors, employees, officers and affiliates from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise; arising from any of the following:

A. A failure of the Party or any of its officers, trustees, directors, or employees to perform any duty, responsibility or obligation imposed by law or by this Agreement or the Contract; and

B. An action or omission by the Party or any of its officers, trustees, directors, employees, successors, agents or contractors that results in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state or federal).

31. Amendment. This Agreement may not be modified or amended except by a writing signed by each party hereto.

32. Counterparts. This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

33. Captions. Paragraph captions are used herein for references only and are not intended, nor shall they be used, in interpreting this instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

NON-PROFIT:

Life Skills Center of Canton

By: Jack J. Calhoun
Its: Board President

COMPANY:

WHLS of Ohio, LLC

By: Mark A. Rice
Its: President

IRN # 142901

# Life Skills Center Canton

Ohio Department of Education

1100 Cleveland Ave NW, Canton, OH 44702-1816 - Grades 9-12 - Stark County

## 2009-2010 School Year Report Card

Current Administrator: 330-456-4490

**Your School's Designation:** Continuous Improvement

| Number of State Indicators Met out of 12 | Performance Index (0-120 points) | Adequate Yearly Progress (AYP) | Value-Added Measure |
|---|---|---|---|
| 1 | 75.0 | Not Met<br>School Improvement ‡<br>Improvement Year 5 | – |

‡ Students enrolled in Title I schools in School Improvement may be eligible for Public School Choice or Supplemental Educational Services. Contact your school for specific options available to your child.

The School Report Card for the 2009-2010 school year shows the progress schools have made based on four measures of performance:

- State Indicators
- Performance Index
- AYP (Adequate Yearly Progress)
- Value-Added

The combination of the four measures is the basis for assigning state designations to districts, buildings and community schools.

The six designations are:
- Excellent with Distinction
- Excellent
- Effective
- Continuous Improvement
- Academic Watch
- Academic Emergency

**State Indicators**

To meet a test indicator for grades 3-8 and 10, at least 75% of students tested must score proficient or higher on that test. Other indicator requirements are: 11th grade Ohio Graduation Tests, 85%; Attendance Rate, 93%; Graduation Rate, 90%.

On the Web: reportcard.ohio.gov

## State Indicators

| | Your School 2009-2010 | School Comparison Group* 2009-2010 | State 2009-2010 |
|---|---|---|---|
| **Percentage of Students at and above the Proficient Level** | | | |
| *3rd Grade Achievement* | *The state requirement is 75 percent* | | |
| 1. Reading | – | 66.7 % | 78.4 % |
| 2. Mathematics | – | 64.6 % | 76.9 % |
| *4th Grade Achievement* | *The state requirement is 75 percent* | | |
| 3. Reading | – | 68.6 % | 81 % |
| 4. Mathematics | – | 60.3 % | 76.2 % |
| *5th Grade Achievement* | *The state requirement is 75 percent* | | |
| 5. Reading | – | 51.6 % | 71.8 % |
| 6. Mathematics | – | 53.1 % | 67 % |
| 7. Science | – | 42.5 % | 69.9 % |
| *6th Grade Achievement* | *The state requirement is 75 percent* | | |
| 8. Reading | – | 75.0 % | 84.1 % |
| 9. Mathematics | – | 66.1 % | 77.4 % |
| *7th Grade Achievement* | *The state requirement is 75 percent* | | |
| 10. Reading | – | 68.2 % | 80.2 % |
| 11. Mathematics | – | 54.6 % | 71.1 % |
| *8th Grade Achievement* | *The state requirement is 75 percent* | | |
| 12. Reading | – | 62.5 % | 80.9 % |
| 13. Mathematics | – | 47.4 % | 69.2 % |
| 14. Science | – | 43.5 % | 64.8 % |
| *Ohio Graduation Tests (10th Grade)* | *The state requirement is 75 percent* | | |
| 15. Reading | 63.2 % | 69.3 % | 83 % |
| 16. Mathematics | 63.2 % | 68.5 % | 80.4 % |
| 17. Writing | 77.8 % ✓ | 76.8 % | 84.1 % |
| 18. Science | 36.8 % | 52.4 % | 73 % |
| 19. Social Studies | 42.1 % | 65.8 % | 79.6 % |
| *Ohio Graduation Tests (11th Grade)* ** | *The state requirement is 85 percent* | | |
| 20. Reading | 80.0 % | 82.4 % | 91.6 % |
| 21. Mathematics | 46.2 % | 76.8 % | 89.2 % |
| 22. Writing | 80.0 % | 88.4 % | 93.2 % |
| 23. Science | 33.3 % | 64.4 % | 85.1 % |
| 24. Social Studies | 66.7 % | 74.1 % | 88.7 % |
| *Attendance Rate* | *The state requirement is 93 percent* | | |
| 25. All Grades | 63.6 % | 93.5 % | 94.3 % |
| *2008-09 Graduation Rate* | *The state requirement is 90 percent* | | |
| 26. School | 15.6 % | 78.8 % | 83 % |

*Any result at or above the state standard is indicated by a* ✓

* *Your school comparison group is based on the performance of all schools in Canton City*

** *Cumulative results for students who took the tests as 10th or 11th graders.* -- = *Not Calculated/Not Displayed when there are fewer than 10 in the group.*

# MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this — day of March, 2011, by and between BHA Canton, LLC, a Nevada limited liability company (the "Operator") and Garfield Academy Inc., an Ohio not-for-profit corporation (the "Corporation"), which is governed by its Board of Directors (the "Board").

WITNESSETH:

WHEREAS, the Corporation is organized as an Ohio nonprofit corporation under Chapter 1702 of the Ohio Revised Code and the Corporation has entered and into a Community School Contract dated _____, 2011 (the "School Contract") with Buckeye Community Hope Foundation (the "Sponsor"), pursuant to which the Corporation is authorized to operate a community school under Chapter 3314 of the Ohio Revised Code (the "School").

WHEREAS, the Operator has developed an educational model which it utilizes to manage and operate a unique group of schools called "Brighten Heights and HOPE Academy" as more fully described in Exhibit A attached hereto and incorporated herein by reference (together with any future improvements, alterations or refinements thereto, the "Model"), and provides management services to community or charter schools throughout the State of Ohio and in other states, including educational, managerial, financial and other consulting services.

WHEREAS, the Corporation desires the Operator to provide such requisite management, educational, financial and other consulting services necessary to operate a community school all in accordance with the School Contract;

WHEREAS, the Operator desires to provide the aforementioned services and other expertise referenced herein;

WHEREAS the Corporation desires to contract with the Operator to provide the services and functions detailed herein, the Board agrees to evaluate the Company's performance utilizing a "how well" analysis instead of a "how will" analysis. Said analysis shall be mutually agreeable to both parties and must be permissible by law; and

WHEREAS the Operator desires to be evaluated on the aforementioned standard.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Term.** This Agreement shall have an initial term of four (4) five (5) years, commencing on March 10, 2011, and ending on June 30, 2015, unless sooner terminated as provided for herein. Thereafter, this Agreement shall automatically renew for two successive five (5) year terms unless one party notifies the other party not less than six (6) months prior to the expiration of the then current term of its intention not to renew this Agreement. In the event that the School Contract is terminated or not renewed for any reason and no similar contract is obtained from the Sponsor or another authorized sponsor, this Agreement shall terminate at the completion of the then-current school year.

2. **The School Contract.** The Corporation shall be responsible for its own corporate governance and operation in accordance with applicable law. In order to assist the Corporation in carrying out the terms of the School Contract, the Corporation hereby contracts with the Operator to provide the Model and any and all functions, equipment, supplies, facilities, services and labor relating to the provision of education, management and day-to-day operation of the School as provided for herein.

In providing services required by this Agreement, the Operator must observe and comply with all applicable federal, state and local statutes, and the requirement that the Corporation qualify as a "public benefit corporation" as defined in R.C. § 1702.01(P). The Operator shall be responsible and accountable to the Board for the administration, operation and performance of the School in accordance with the School Contract, except for the Corporation's accounting, financial reporting and audit functions which will be performed by the designated fiscal officer hired by the Corporation at its own expense at a rate not to exceed industry standard amounts as agreed upon by the Operator and the Corporation. If the Corporation appoints the Operator as its designated fiscal officer, the Operator shall provide such accounting, financial reporting and audit functions for no additional cost or fee. The Corporation shall not amend the School Contract in a manner which would materially affect the responsibilities and obligations between the Operator and the Corporation during the term of this Agreement without the Operator's approval.

3. **Management Services.** The School further contracts with the Operator, to the extent permitted by law, to provide the functions outlined below relating to the provision of educational services and the operation of the School. The Operator will provide the School the following services:

(a) **Objectives for Academic Progress.** The Operator shall report academic progress consistent with the provisions of the School Contract to the Board annually with regular updates provided at Board meetings if so requested by the Board.

(b) **Curriculum Development.**

(i) The Operator shall provide and select all curricula. The Operator shall provide curriculum that is aligned with the state standards applicable to the School, and shall monitor and continuously assess the curriculum and standardized testing procedures.

(ii) The Operator shall evaluate and assess the School's accountability system on an annual basis. The Operator may from time to time redefine, modify and/or replace curriculum models and testing procedures.

(iii) The Operator shall annually identify its gifted education and special education plans to the Board consistent with the provisions of the School Contract and shall report to the Board at regular meetings and seek the Board's approval of any material changes or modifications to the programs.

(c) **Staffing of School Level Positions and Professional Development.**

(i) The School Administrator and teachers are employees of the Operator, and as such, the Operator shall make all decisions regarding hiring, termination, staffing composition, training, and professional development, except that the Corporation may at its discretion appoint a Director or a Board Committee to work with the Operator in the hiring process for the selection of the School Admistrator, including being present during interviews. The Operator has final approval and authority to make a determination as to the appropriate Administrator.

(ii) The Operator shall establish and maintain on a continuous basis such teacher development programs to define teacher qualifications and performance requirements as the Operator deems appropriate. The Operator shall similarly implement a professional development program aimed at improving the effectiveness of each teacher's ability to help students' learning, in general.

(iii) The Operator shall coordinate ongoing teacher training with respect to technology; and shall provide training in its methods, curriculum, and programs on a regular and continuous basis.

(iv) Non-instructional personnel shall receive such training as the Operator determines to be reasonably necessary from time to time.

(d) **School Facility and Facility Management.**

(i) The Operator will provide a facility for the School. The Operator intends for the School to initially be located at 1379 Garfield Avenue, SW Canton, Ohio, 44706 or such other facility as shall be selected by the Operator. During the term of this Agreement, the School Facility shall be used only to carry out the terms and conditions of the School Contract, educational purposes not inconsistent with the School Contract and other uses which do not violate the School Contract, do not conflict with applicable laws, and do not conflict or interfere with the operation of the School or the safety and security of the School and its students.

(ii) The Operator shall be responsible for maintenance, custodial and security services for the School Facility.

(iii) The Operator shall be responsible for making reasonable improvements to the School Facility as needed for the School's operation, safety, health and welfare of the School's students. All upkeep and improvements shall be made in accordance with applicable law and reasonable Sponsor mandates. Said improvements shall be made in a timely and reasonable manner.

(iv) Upon the recommendation of the Operator and subject to approval by the Board, which approval shall not be unreasonably withheld, the Operator may increase or decrease the size of the School Facility or move the School Facility to another location by leasing or purchasing a suitable facility for the School's operations as defined by State and Federal Law and in compliance with the School Contract..

(v) In the event the School Facility or any portion thereof is determined to be or becomes unsafe or otherwise unsuitable for the School's operations to the extent that use thereof must cease immediately, the Operator may relocate some or all of the School operations to another suitable location on a temporary or permanent basis, as required by the circumstances, without first obtaining the Board's approval under (iv) above. The Operator shall notify the Board and the Sponsor immediately in the event of any such relocation and shall, in a timely fashion, provide the Board and the Sponsor with reasonable proof that the alternate location is a suitable facility for the School's operations as defined in the School Contract.

(vi) The Operator shall annually report on changes in the location, physical facility layout and capital improvements involved with the School Facility.

(e) **Equipment, Technology, and Operational Support Services.**

(i) The Corporation shall make all furniture, computers, equipment, and other personal property currently owned or hereafter acquired by it for use in the operation of the School, available to the Operator throughout the term hereof for continued use in the operation of the School. The Operator shall negotiate the terms of the purchase or lease of any additional furniture, computers, software, equipment, and other personal property necessary for the operation of the School. The Operator shall purchase or lease all furniture, computers, software, and other personal property necessary for the operation of the School which is not provided by the Corporation. If equipment is purchased on behalf of the Corporation using funding specifically provided by the Corporation pursuant to Section 7(e)(ii), it will be titled in the Corporation's name instead of the Operator's name. However, in no event shall any of the Continuing Fee or any operational grant funds be used for the purchase of Corporation-titled equipment.

(ii) The Operator shall consummate the purchase or lease of the equipment and from the time of the purchase or lease and at all times thereafter, manage and maintain the equipment in proper working order. The foregoing shall not limit the Operator's ability to sell, scrap or dispose of its own equipment which is obsolete, unneeded, excessive, broken or inoperable as determined by the Operator in its sole discretion.

(iii) The Operator shall provide to the Board as requested, access to the Operator's supply sources (including supply sources of affiliates of the Operator) to obtain centralized purchasing discounts for the School where applicable.

(f) **Management and Management Consulting.** It is the responsibility of the Operator to perform as follows:

(i) Perform all functions pertaining to school operations and day-to-day management of the School, in accordance with the School Contract.

(ii) Provide the Model, curriculum and program development as discussed in this Agreement and the School Contract.

(iii) Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations of the School or as required by the School Contract;

(iv) Perform advisory services regarding special education and special needs students, programs, processes and reimbursements through the Operator's Special Education Department;

(v) Provide all data information management services, testing, and testing analysis required by law or otherwise deemed necessary or useful by the Operator and provide the same to the Sponsor if required by the School Contract;

(vi) Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Operator;

(vii) Provide marketing services as described in Exhibit B attached hereto and incorporated herein.

(g) **Student Recruitment.** The Operator shall be responsible for the recruitment and enrollment of students at levels that it determines optimal, subject to the Operator's general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the School Contract and in compliance with all applicable federal, state and local law.

(h) **School Level Policies.** The Operator shall propose and the Board shall adopt reasonable policies applicable to the School, which shall be consistent with this Agreement, Neither party may unilaterally adopt or impose any rules, regulations or procedures, or amendment or supplements to any of the foregoing without the prior written approval of the other party.

(i) **Authority.** The Operator shall have the authority and power necessary to undertake its responsibilities described in this Agreement.

(j) **Subcontractors.** The Operator reserves the right to subcontract services to be provided hereunder without the Board's approval; provided however that Board approval shall be required in the event the aggregate annual cost of any individual service exceeds 50% of the Continuing Fee. The Operator shall be solely responsible for all costs, expenses, and fees associated with such subcontractors.

4. **Purchases with Corporation Funds.** Any property purchased by the Operator on behalf of the Corporation with the Corporation's funds, such as curriculum materials, books and supplies, and equipment which, by the nature of the funding source, must be titled in the Corporation's name will be the property of the Corporation; provided that the Corporation must fund the purchase of such Corporation-titled assets with grants for that specific purpose or from other funds available to the Corporation. In no event shall any of the Continuing Fee, any separate funds belonging to the Operator or any operational grant funds be used for the purchase of Corporation-titled equipment. The Operator shall permanently mark or tag with a number any property owned by the Corporation in accordance with School policy and keep an inventory of said property.

5. **Insurance and School Responsibilities.**

(a) **The Operator.** The Operator shall at its expense, maintain such commercial general liability insurance and other insurance required by the School Contract, except the Directors and Officers insurance, which shall be maintained by the Corporation. The limits of the Operator's primary and umbrella insurance policies shall at all times meet or exceed the requirements set forth in the School Contract. The Operator's policies shall name the Corporation and the other parties mentioned in the School Contract as insureds, or as an additional insureds on an Operator policy. A certificate of insurance evidencing such coverages shall be provided upon reasonable request. All such policies of insurance shall be issued by responsible companies of recognized standing authorized to do business in the State, shall be written in standard form, and shall provide that the policies shall not be cancelable except upon (30) days written notice to the Corporation. Upon the Corporation's request, the Operator shall deliver to the Corporation a copy of such policies and other written confirmation acceptable to Corporation, together with evidence that the insurance premiums have been paid.

(b) **The Corporation.** The Board will be responsible for its directors' and officers' insurance, legal fees for the representation of the Board and general corporate matters, accounting, audit, tax and consulting fees for the School and other expenses approved by the Board.

6. **Budget.**

(a) **Projected Budget.** The fiscal officer shall provide the Board with an annual projected Budget for the Corporation (the "Budget") which shall be submitted prior to the June 30th immediately preceding the next academic year.

(b) **Budget Detail.** The Budget shall be limited to the level of detail required for public auditing purposes.

(c) **Approval.** The Budget shall be prepared by the fiscal officer and submitted to the Board for approval, which approval shall not be unreasonably withheld or delayed. The Budget may be amended from time to time at the recommendation of the

fiscal officer and submitted to the Board for approval, which approval shall not be unreasonably withheld or denied.

7. **Fees.**

(a) **Continuing Fee.** The Corporation shall pay a monthly management, consulting and operation fee (the "Continuing Fee") to the Operator of ninety-six percent (96%) of the Qualified Gross Revenues. As used in this Agreement, "Qualified Gross Revenues" shall mean the revenue per student received by the Corporation from the State pursuant to the Code. Qualified Gross Revenues do not include: student fees, charitable contributions, PTA/PTO income, and other miscellaneous revenue received which shall be retained by the Corporation or PTA/PTO. Federal Title Programs and such other federal, state and local government grant funding designated to compensate the School for the education of its students, including any grants under the American Recovery and Reinvestment Act of 2009 ("Supplemental Revenues") shall be paid to the Operator in full within five (5) business days of receipt of any such Supplemental Revenues by the Corporation. The Continuing Fee shall be paid within five (5) business days of receipt by the Corporation of any Qualified Gross Revenues via electronic funds transfer. The Continuing Fee shall be subject to an annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the term, even though the payment may be made beyond expiration of the term).

(b) **Payment of Costs.** Except as otherwise provided in this Agreement, all costs incurred in providing the Model at the School shall be paid by the Operator. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, library books, computer and other equipment (excluding Corporation-titled equipment), software, supplies, building payments, maintenance, and capital improvements required in providing the Model. As provided in Section 4, all property purchased by Operator shall remain Operator's sole property at all times.

(c) **Grants.** The Operator, in its sole discretion, , may apply for available grants in the name of the School that will provide additional funding to the School, aid the Corporation in fulfilling the terms of the School Contract and/or provide additional services and programs to the students. The Operator will seek prior approval of the Board, and the Board shall not unreasonably withhold or delay approval of any grant application, and shall be deemed to have approved any grant application submitted by the Operator unless it gives specific written objections to the same within ten (10) business days after such submission.

Within five (5) business days following the Corporation's receipt of funds from the applicable funding source the entire amount of such grant funds shall be paid over to the Operator via electronic funds transfer following the presentation of an invoice by the Operator. The Corporation and its designated fiscal officer shall cooperate with the Operator to establish any necessary accounts, authorizations and procedures such that the Corporation shall automatically transfer the funds received from grant funding sources when such funds are immediately available in the Corporation's accounts.

(d) The Board shall cooperate with the Operator to set up and establish necessary accounts and procedures for grant funding. This Section shall survive any

expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

(e) **Board Funds.**

(i) The Board shall be responsible for paying its fees to its Sponsor plus its own expenses and legal, insurance, tax and other professional fees out of the portion of Qualified Gross Revenues retained by the Corporation. The costs and fees relating to any annual Audit by the Auditor of the State of Ohio, special or independent audits shall also be paid by the Board out of such retained funds. The Corporation shall be solely responsible for the purchase and operation of equipment deemed necessary or appropriate by the Board for Board operations which are separate from the day-to-day operation of the School.

(ii) Except for the first school year, after deduction of the Continuing Fee and payment of all costs and fees described in (i) above, the Board shall deposit all remaining revenue into a Student Enrichment Fund established by the Board. The Operator shall propose uses for such funds and the Board shall spend such funds for educational services in the areas of student cultural activities; supplemental tutoring services and other programs in accordance with federal and state grant guidelines. Proposals for use of Student Enrichment Funds by the Operator and or the School Administrator shall be submitted in writing to the Board detailing the purpose of the request, and the time frame for use of the funds. Eighty five percent (85%) of all Student Enrichment Funds not spent during the fiscal year in which they are received shall be paid over to the Operator at the end of such fiscal year.

(iii) During the time this Agreement is in effect, the Operator shall pay, which payment shall be treated as an advance by the Operator against future revenues of the Corporation and which shall be evidenced by a loan, any properly incurred Corporation expense under the following terms and conditions: (a) a reasonable estimate of the expense is submitted to the Operator by the Corporation and is approved by the Operator, in writing, prior to the expense being incurred; (b) the Corporation has not received funding from any source for the operation of the School sufficient to pay such expense; and (c) such expenses advanced by the Operator as set forth above, shall be payable by the Corporation, in whole or in part, at such time as the Corporation receives revenue to pay the same and carry a cash surplus in its accounts equal to at least three months of reasonably anticipated operating expenses. Such advance shall be evidenced by a promissory note, security agreement and UCC financing statements acceptable to the Operator and the Corporation. In no event shall any such promissory note provide for recourse against any member of the Board, management of the School or any other third party.

## 8. Personnel, Training, Compensation, and Additional Programs.

(a) **School Level Personnel.** All personnel necessary to implement the Model shall be employed by the Operator and the Operator shall also have the responsibility and authority to determine staffing levels and salaries, and to select,

evaluate, assign, discipline, transfer and terminate personnel, consistent with the School Contract, state and federal law, and other provisions herein.

(b) **School Administrator.** The Operator will have the authority to select and supervise the School Administrator and to hold him or her accountable for the success of the School. The employment contract with the School Administrator and the duties and compensation of the School Administrator shall be determined by the Operator. The Corporation may at its discretion appoint a Director or a Board Committee to work with the Operator in the hiring process for the selection of the School Administrator, including being present during interviews. The Operator has final approval and authority to make a determination as to the appropriate Administrator.

(c) **Teachers.** Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Operator shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the School. The Operator shall employ teachers who meet all applicable legal requirements and who are qualified in the grade levels and subjects required, as are required by law. The curriculum taught by such teachers shall be the curriculum developed pursuant to Section 3(b) hereof. Such teachers may, at the discretion of the Operator, work at the School on a full or part time basis.

(d) **Support Staff.** Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Operator shall determine the number and functions of support staff, qualified in the areas required, as are required for operation of the School and by Ohio Law. Such support staff may, at the discretion of the Operator, work at the School on a full or part time basis.

(e) **Training.** The Operator shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Operator determines as reasonable and necessary under the circumstances.

(f) **Salary and Benefits.** For employees that the Operator provides to the School, the Operator assumes full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance.

(g) **Additional Programs.** The services provided by the Operator and the Corporation under this Agreement consist of the educational program during the school year and school day, and for the age and grade level of students as set forth in the School Contract, as such school year, school day, and age and grade level may change from time to time. The Corporation and the Operator may decide to provide such additional programs as may be mutually agreed upon by the Corporation and the Operator. The foregoing shall not prohibit the Operator from offering other educational services at the School Facility outside of school hours; provided the same do not interfere with the operation of the School.

9. **Termination by the Corporation.** The Corporation may, at its option, terminate this Agreement upon the occurrence of any of the following events, however the termination will take effect no earlier than the end of the current fiscal year in which the event occurred:

(a) The School Contract is not renewed by the Sponsor and no similar contract is obtained with the Sponsor or any other authorized sponsor;

(b) The Operator materially fails to comply with a specific and essential material requirement of this Agreement and the Operator does not cure said failure within 30 days of its receipt of written notice from the Corporation, unless the failure cannot be reasonably cured within 30 days, in which case, the Operator shall promptly undertake and continue efforts to cure said failure within a reasonable time. Notwithstanding the foregoing, in the event that a failure shall be such that it creates an imminent danger to the life of students, parents or others, said failure must be cured immediately upon written notice from the Corporation;

(c) The Operator files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors;

(d) The Operator fails to maintain the insurance coverages as described above;

(e) The Operator's assignment or attempted assignment of this Agreement other than as allowed under Section 23 hereof.

or

(f) The parties mutually agree in writing to terminate the Agreement.

**10. Termination by the Operator.** The Operator may, at its option, terminate this Agreement upon the occurrence of any of the following events:

(a) The Corporation fails to make any payment of money due to the Operator hereunder within five (5) days of when due;

(b) If any academic year results in operating deficits, provided that any notice of termination delivered to the Corporation after school opens for education of students for any school year shall not be effective until the end of that academic year;

(c) The Corporation is in material default under any other condition, term or provisions of this Agreement or the School Contract, which default remains uncured for the period of thirty (30) days from the time that the Corporation receives written notice of said default, unless the default cannot be reasonably cured within 30 days, in which case the Corporation shall promptly undertake or continue efforts to cure said material default within a reasonable time;

(d) Any adverse and material change in local, state or federal funding for the Corporation's students; provided that any notice of termination delivered to the Corporation based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Operator; or

(e) Any Operator facility that is instrumental to the implementation of the Model or the day-to-day operations of the School is inaccessible so that, in the Operator's reasonable discretion, providing maintenance or continuing of School operations would be unfeasible, uneconomical or impractical, provided that notice of termination is delivered by the Operator to the Corporation promptly (within sixty (60) days) after the occurrence of the event(s) giving rise to such right of termination.

In the event that the Corporation or the Operator elects to terminate this Agreement for any of the aforementioned reasons, then the parties shall continue to perform their respective obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year.

11. **Duties Upon Termination.** Upon termination of this Agreement for any reason whatsoever, the Corporation shall immediately pay to the Operator and/or any of the Operator's affiliates any moneys owing to such person or entity. Furthermore, the Corporation shall return to the Operator all such material purchased by the Operator pursuant to Section 3 above. The Operator shall assist the Corporation in any transition of management and operations, including, but not limited to: (i) the orderly transition of all student records and the delivery of Board-owned equipment and material (if any) to the Board, (ii) sending notices to students as reasonably requested by the Corporation at the Corporation's cost, and (iii) at the Corporation's option and cost, delivering student records directly to the students. This Section 11 shall survive any expiration or termination of this Agreement.

12. **License.** The Operator developed and owns proprietary rights to the Model, the Protected Materials, as defined in Section 13 below, and the HOPE Academy, Brighten Heights, and Cathedral Academy tradenames (collectively the "Name"). The Operator hereby grants the Corporation a limited revocable license to use the Model, the Protected Materials and the Name in connection with the School. At such time as this Agreement is terminated or otherwise expires, the license granted herein shall automatically terminate and the Corporation shall: (a) immediately cease use of the Name, the Protected Materials and the Model; (b) if the Corporation chooses to continue doing business it shall immediately change its corporate name to some name other than the Name, which new name shall not consist in any variation or manner of the word or words "HOPE," "Academy," "HOPE Academy," "Brighten Heights," and/or "Garfield Academy," used alone or in any combination; and (c) notify the Sponsor, the Department of Education and any other oversight entity of the name change including, but not limited to, the Secretary of State. This Section 12 shall survive any expiration or termination of this Agreement.

13. **Proprietary Rights.** The copyrights and intellectual property rights for all methods, documents, curricula and materials developed by the Operator during the course of operating the School (collectively, the "Protected Materials") shall constitute the sole and exclusive property of the Operator, and neither the Corporation, the School nor the Board shall have any right to any of the same either as a "Work Made for Hire" (as such are defined under the U.S. and international copyright laws) or otherwise. The Operator shall exclusively own all United States and international copyrights, trademarks, patents and all other intellectual property rights in said Protected Materials. The Protected Materials may not be used by the Corporation, the School or the Board for any purpose other than strictly within the scope of the license granted under Section 12 above without the prior written consent of the Operator. Immediately upon

termination of this Agreement or the Operator's earlier request, the Corporation, the School and the Board shall deliver all originals and copies of the Protected Materials (regardless of the media on which the same is stored) to the Operator and delete all of the same from all databases and other storage media maintained by the Corporation, the School and the Board. This Section 13 shall survive any expiration or termination of this Agreement.

**14. Relationship of the Parties.** The parties hereto acknowledge that their relationship is that of each party being viewed as independent contractors. No employee, consultant or compensated individual of either party shall be deemed an employee, consultant, or compensated individual of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

**15. Confidentiality and Non-Disclosure.** Without the prior written consent of the other party, neither party will at any time use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information) belonging to, or relating to the affairs of a party to this Agreement ("Protected Party") or that the other party received through its association with the Protected Party, whether received prior to the date hereof or hereafter (collectively, "Confidential Information"), unless: (a) the party can show that such information, data or knowledge was known to it prior to the time its association with the Protected Party began, (b) it can show that any such information, data or knowledge has become generally available to the public otherwise than by a breach of this Agreement by the party, or (c) is subsequently disclosed to the party by a third person or entity which is not prohibited from disclosing same by a contractual, fiduciary or other legal obligation to the Protected Party. The existence of the relationship between the parties and any agreements they have entered into or may hereafter enter into also constitute Confidential Information.

Nothing herein shall be deemed to prohibit the parties from disclosing any Confidential Information which a party becomes legally compelled to disclose. Without limiting the generality of the foregoing, in the event that a party becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, investigative demand or similar process) to disclose any of the Confidential Information, the party covenants to use its best efforts to provide the Protected Party with prompt written notice (not less than forty-eight (48) hours) so that the Protected Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Protected Party waives compliance with the provisions of this Agreement, the party covenants to furnish only that portion of the Confidential Information which the party is legally required to disclose and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. Employee information must be reviewed by sponsor. This Section 15 shall survive any expiration or termination of this Agreement.

**16. Non-Solicitation.** The Corporation hereby agrees that commencing on the date of this Agreement and continuing for a period equal to two (2) years after the termination of this Agreement for any reason, that it will not, and none of its affiliates will directly or indirectly (i)

solicit or actively seek to hire any employee of the Operator, or (ii) solicit any personnel employed by the Operator to terminate his or her relationship with the Operator. This Section 16 shall survive any expiration or termination of this Agreement. The period of time set forth in this Section will be extended by the amount of time that the School engages in activity in violation of this Agreement and while the Operator seeks enforcement of this Agreement.

17. **Limited Third Party Beneficiaries.** The Corporation acknowledges that (a) the Name, some of the components of the Model and some of the Confidential Information referenced in Section 15 above belong to affiliates of the Operator, including without limitation White Hat Management, LLC; White Hat Ventures, LLC; BHA Ohio, LLC; Signal Tree Education, LLC; and WHLS of Ohio, LLC (collectively, "Operator Affiliates"); (b) some of the Protected Materials referenced in Section 13 above may be developed by one or more Operator Affiliates; and (c) some of the employees used in the provision of the Model may be employed by the Operator Affiliates. Accordingly, such Operator Affiliates shall benefit from Sections 13, 14, 15 and 16 above, and the Corporation acknowledges that any Operator Affiliate injured or affected by any breach hereof by the Corporation may enforce this Agreement against the Corporation. Whenever the term "Operator" is used in Sections 12, 13, 14, 15, 16 and 18 of this Agreement, such use shall be deemed to refer to the Operator and all Operator Affiliates collectively. Subject to this section, this Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person. This Section 17 shall survive any expiration or termination of this Agreement.

18. **Injunctive Relief / Dispute Resolution.**

(a) **Injunctive Relief.** The Corporation acknowledges that the covenants set forth in Sections 12, 13, 15, and 16 above are reasonable and necessary to protect the Operator and its business. If the Corporation engages in any activity in violation of the provisions hereof, the Operator shall, in addition to any other remedies available to it, be entitled to an injunction by any competent court of equity enjoining and restraining the School from continuance of such activity.

(b) **Arbitration.**

(i) Except as otherwise provided in this Section 18, any and all disputes arising under this Agreement shall be determined by binding arbitration to be conducted as set forth in this Section and shall be generally in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment upon the award rendered in any arbitration hereunder shall be final and binding on both parties hereto.

(ii) All disputes subject to this Section shall be raised by notice to the other party, which notice shall state with particularity the nature of the dispute and the demand for relief, making specific reference by article number and title to the provisions of this Agreement alleged to have given rise to the dispute.

(iii) All disputes subject to this Section shall be heard by a panel of three (3) arbitrators (the "Arbitration Panel"), each of which shall be a member of the

American Arbitration Association or another arbitration service, and which Arbitration Panel shall be selected as follows: (a) the Corporation and the Operator shall each promptly (within fourteen (14) days after close of the pleadings) select one (1) neutral arbitrator and promptly notify the other party of said selection. Within five (5) days thereafter the party not selecting said arbitrator may object to and thus remove such arbitrator, one time in its sole discretion and thereafter for cause; and (b) the two (2) arbitrators selected by the parties shall select a third arbitrator to complete the Arbitration Panel. The arbitration proceedings shall take place at a mutually acceptable location in Akron, Ohio within sixty (60) days after the selection of the Arbitration Panel.

(iv) The need for and scope of formal discovery will be determined by agreement of the parties or, if the parties are unable to agree, the Arbitration Panel. The Arbitration Panel will render its opinion/award within thirty (30) days from the date of the hearing. The Arbitration Panel's award will be written and may include findings of fact and conclusions of law. In the event of a formal hearing, each party shall only be allowed a maximum of eight (8) hours to present evidence and/or witnesses.

(v) All costs of the Arbitration and the Arbitration Panel shall be borne equally by both parties.

(vi) Notwithstanding anything else in this Agreement, claims for monies due, for services rendered, costs, grants funds and/or expenses due, may at either party's option, be brought separately in a court of competent jurisdiction or pursued in Arbitration as set forth above. In the event a party pursues claims for monies due in court, all other disputes herein shall be subject to binding arbitration. This Section 18 shall survive any expiration or termination of this Agreement. Such actions for moneys due may be brought without terminating this Agreement.

**19. Notices.** Any notices to be provided hereunder shall be provided to the Sponsor within 10 days and given in writing with by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Operator, to:

Chief Legal Officer
159 South Main Street
600 Key Building
Akron, Ohio 44308
Attn: President
Facsimile: (330) 762-5037

With a copy to:

John F. Martin
Brennan, Manna & Diamond, LLC
75 East Market Street
Akron, Ohio 44308
Phone: (330) 253-5060
Facsimile: 330-253-1977

If to the Corporation, to: 1379 Garfield Avenue Southwest
Canton, OH 44706.
Attn: Board President

With a copy to: Amy E. Goodson
1872 5th Street
Cuyahoga Falls, Ohio 44221
Phone: (330)962-6776
Fax: (330)923-8122

**20. Severability.** The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

**21. Waiver and Delay.** No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

**22. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and jurisdiction is proper in the County in which the School is situated.

**23. Assignment; Binding Agreement.** Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Operator may assign this Agreement to a similarly situated and qualified affiliate without the consent of the Corporation so long as an assignment would not invalidate the School Contract. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**24. Independent Activity.** All of the parties to this Agreement understand that Operator's business is to operate and manage charter schools throughout the State. As such, the parties agree that Operator and its affiliates, may operate other charter schools in multiple states including the State of Ohio.

**25. Representations and Warranties of the Operator.** The Operator hereby represents and warrants to the School as follows:

(a) The Operator is duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

(b) The Operator has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Operator enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

(c) The Operator has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

(d) The Operator has the financial ability to perform all of its duties and obligations under this Agreement.

**26. Indemnification of the Parties.** The Corporation and the Operator (herein referred to as "Party" and/or "Parties") shall indemnify and hold harmless each other and its members, directors, employees, officers and affiliates from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:

(a) A failure of the Party or any of its officers, trustees, directors, or employees to perform any duty, responsibility or obligation imposed by law or by this Agreement or the School Contract; and

(b) An action or omission by the Party or any of its officers, trustees, directors, employees, successors, agents or contractors that results in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state or federal).

**27. Force Majeure.** In the event that the Operator shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire or other casualty, acts of God, strike, lockout, labor trouble, inability to procure services or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Operator, then such performance shall be excused for the period of the delay and the period for such performance shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse the Corporation from prompt payment of any amounts required by the terms of this Agreement.

**28. Amendment.** This Agreement may not be modified or amended except by a writing signed by each party hereto.

**29. Counterparts.** This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

**30. Captions.** Paragraph captions are used herein for references only and are not intended, nor shall they be used, in interpreting this instrument.

**31. Integration / Entire Agreement.** This Agreement (together with the documents referred to herein) contains the entire agreement between the parties and supersedes all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

CORPORATION:

By: Jack Calhoun
Its: President

OPERATOR:

By: Thomas M Barrett
Its: CEO

# Community School Contract

1. Corporate Resolution – BCHF
2. Corporate Resolution/Minutes – School
3. Executed Contract

BUCKEYE COMMUNITY HOPE FOUNDATION

Community School Division

Corporate Resolution of Buckeye Community Hope Foundation

The undersigned, being all of the Trustees of the above-named Ohio corporation hereby waive notice and meeting and take the following actions by consent effective as of the dates set forth for each below, by this writing, signed and approved pursuant to the provisions of 1702.25 of the Revised Code.

The following resolution is hereby adopted:

**RESOLVED**, pursuant to R.C.3314.02 (D), the Corporation, as Sponsor is authorized to execute the listed contracts for possible new charter schools as noted herein, and by all other required means comply with said statutory section for the following schools:

1. Constellation Schools: Collinwood Community Elementary
2. Focus North High School
3. Garfield Academy
4. Pearl Academy
5. F.E. Perry Academy
6. The Academy for Urban Solutions

**Consenting to the above action without notice and meeting:**

3/4/2011
Steven J. Boone, Trustee

3/11/2011
John Botelho, Trustee

3/11/2011
Steve Guthrie , Trustee

3021 E. Dublin-Granville Rd.
Columbus OH 43231
Phone: 614 942-2002
FAX: 614 942-2000
www.buckeyehope.org

**Board of Directors Meeting of**
**Garfield Academy**

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**March 14, 2011**
**Approved Resolutions**

**Board Members**

**RESOLVED,** that the Board of Directors ratifies the following individuals as members of the Garfield Academy Board of Directors for a term effective March 13, 2011 until the annual organizational meeting to be held no later than June 30, 2011:

Jack Calhoun — Dana Gammill
George Smith
Anthony Lombardi
Dave Lombardi

**Officers**

**RESOLVED,** that the Board of Directors elects the following officers as set forth below, to serve in such capacity for a term ending on June 30, 2011, or until the election and qualification of their respective successors.

| | |
|---|---|
| President | Jack Calhoun |
| Vice President | Dave Lombardi |
| Secretary | Dana Gammill |
| Treasurer | Anthony Lombardi |

**Submission of Charter Application**

**RESOLVED,** that the Board of Directors approves the submission of a Community School Application to Buckeye Community Hope Foundation;

**RESOLVED FURTHER,** that the Board of Directors approves and authorizes a White Hat Management, LLC entity to provide all pertinent information for such application.

**Management Agreement**

**RESOLVED,** that the Board of Directors authorizes its President to negotiate a Management Agreement with a White Hat Management entity and to sign such agreement based upon recommendations from counsel and consistent with the best interests of Garfield Academy.

**Designation of Legal Counsel**

**RESOLVED,** that the Board of Directors hereby designates Amy Gordon, as legal counsel of Garfield Academy for general and ongoing business matters.

[redacted]

**Board of Directors Meeting of**
**Garfield Academy**

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**Preliminary Sponsorship Agreement**

**RESOLVED,** the Board of Directors of Garfield Academy agrees to enter into a preliminary sponsorship agreement with Buckeye Community Hope Foundation;

**BE IT FURTHER RESOLVED,** that the Board of Directors authorizes its President to sign such agreement based upon recommendations from counsel and consistent with the best interests of Garfield Academy

**Community School Contract**

**RESOLVED,** that the Board of Directors hereby adopts the Community School Contract with Buckeye Community Hope Foundation;

**BE IT FURTHER RESOLVED,** that the Board of Directors authorizes its President to continue negotiations of the contract until May15, 2011.

Jack Calhoun

Jack Calhoun , Board President

CONTRACT
for
COMMUNITY SCHOOL

This Contract is entered into by and between **Buckeye Community Hope Foundation (BCHF)**, an Ohio nonprofit corporation (hereinafter the "**Sponsor**"), and the governing authority of a community school (its Board of Directors) called **Garfield Academy**, (**"Governing Authority"**) established as a non-profit corporation under Chapter 1702 of the Ohio Revised Code.

WHEREAS, Ohio law permits the formation and operation of community schools; and

WHEREAS, BCHF is an authorized Sponsor by agreement with the State Board of Education; and

WHEREAS, the **Governing Authority** seeks to commence operation of a start-up community school; and

WHEREAS, Ohio law requires the **Governing Authority** and the **Sponsor** to enter into a contract in order to authorize, create, continue and/or operate a community school.

NOW THEREFORE, the **Governing Authority** and the **Sponsor** enter into this Contract pursuant to the Ohio Revised Code Chapter 3314, subject to the following terms and conditions. All Attachments and Recitals to this Contract are incorporated by reference and made a part of this Contract as essential to it. ("Contract")

A. **Operation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may operate a community school (hereinafter sometimes referred to as the "**School**") as permitted by law, subject to applicable federal laws, the laws of the State of Ohio and to the terms of this Contract

B. **Community School Obligations.** The **Governing Authority**, for itself and on behalf of the **School**, covenants and agrees that it is responsible for carrying out the provision of this Contract as follows:

1. The **School** shall be established as either of the following: 1) a nonprofit corporation established under Chapter 1702 of the Revised Code, if established prior to April 8, 2003; or 2) a public benefit corporation established under Chapter 102 of the revised Code, if established after April 8, 2003. The **School** may apply and qualify as a tax-exempt organization under 501(c)(3) of the Internal Revenue Service Code. Should the **School** so qualify, a copy of its federal tax exempt status determination letter must be forwarded to the **Sponsor** within (3) three business days of receipt. The **Governing Authority** shall maintain in good standing the **School's** status as a non-profit corporation and, if applicable its federal tax exempt status.

2. The School's Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Code of Regulations, Taxpayer Employer ID No. and copy of the IRS Tax Determination Letter (if applicable) are contained as **ATTACHMENT 1** to this Contract. Should any of these documents be modified or created subsequent to the execution of this Contract, the School must submit the same to the **Sponsor** within three (3) business days prior to the effective date of such changes along with a copy of all documentation supporting the change(s).

3. Except as otherwise permitted by this Contract or the **Sponsor**, contracts entered into by the **School** with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the termination of this Contract.

4. The **School** will comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.801 (unless an internet or computer based school), 3313.814, 3313.816, 3313.817, 3313.86, 3313.96, 3319.073, 3319.22 through 3319.31, 3319.301, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and Chapters 117., 1347., 1702., 2744., 3307., 3309., 3314 as newly written or hereafter revised, 3365., 3742., 4112., 4123., 4141., and 4167 of the Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code; and the **School** shall comply with Chapter 102 and section 2921.42 of the Revised Code;

5. The School and **Governing Authority** may carry out any act or ensure the performance of any function that is in compliance with the Ohio Community School Law located in Ohio Revised Code Chapter 3314, the United States Constitution, the Ohio Constitution, Federal law or this Contract.

6. The School is located at **1379 Garfield Avenue Southwest, Canton, OH 44706.** If the location has been or will be leased by the Governing Authority, the lease shall not be signed unless it is in accordance with the budget approved by the **Sponsor**. The **Sponsor** shall have the right to inspect and approve of the site before the lease is signed by the Governing Authority. Approval of the site shall not be unreasonably withheld provided, however, the Governing Authority must timely comply with O.R.C. 3314.19 annually as to all matters of assurances required by law, regardless of whether the facility is leased or purchased by the Governing Authority. The lease must contain a governmental fund-out clause if leased by the Governing Authority.

   If the location has been or will be purchased by the Governing Authority, the contract of sale and related documents shall not be signed unless it is in

accordance with the budget approved by the **Sponsor**. The **Sponsor** will not be liable for the debts of the **School** or **Governing Authority**. The **Governing Authority** must provide the Sponsor any requested information to assess the adequacy of the facilities.

After lease or purchase, a copy of the lease or conveyance documents, and all subsequent amendments, modifications or renewals thereof, shall immediately be provided to the **Sponsor**. The location will not be changed without the prior written consent of the **Sponsor,** which consent will not be unreasonably withheld. A copy of the lease or deed where the **School** will be located is contained as **ATTACHMENT 2.**

It is understood by the **Governing Authority**, that the **School** may be located in multiple facilities under this Contract only if the limitations on availability of space prohibit serving all the same grade levels specified in this Contract in a single facility. The **School** shall not offer the same grade level classrooms in more than one facility.

Any facility used for or by the School shall meet all health and safety standards established by law for school buildings. The **Governing Authority** recognizes the rights of public health and safety officials to inspect the facilities of the **School** and to order the facilities closed if those officials find that such facilities are not in compliance with health and safety laws and regulations. Copies of all current permits, inspections and/or certificates must be filed with **Sponsor.**

The **Governing Authority** shall permit the local board of health access to the **School**'s premises for inspection at any time during the **School**'s operation, as well as to any records or information necessary not subject to privacy laws; and if required by the local board of health, submit a plan of abatement of conditions at the **School** determined to be hazardous to occupants.

The **Governing Authority** recognizes the authority of the Department of Education to suspend the operation of the **School** under section 3314.072 of the Revised Code if the department has evidence of conditions or violations of law at the **School** that pose an imminent danger to the health and safety of the **School**'s students and employees and the Sponsor refuses to take such action.

The **Governing Authority** understands that in the case where a community school is proposed to be located in a facility owned by a school district or educational service center, the facility may not be used for a community school unless the district or service center board owning the facility enters into an agreement for the community school to utilize the facility.

7. The **Governing Authority** recognizes that The State Board of Education may assume sponsorship of the **School** in accordance with Ohio Revised Code § 3314.015

8. The School shall be authorized to provide learning opportunities for grades K through 12 to a minimum of twenty-five (25) students for a minimum of Nine Hundred Twenty (920) hours per school year. The **School** will be serving grades K through 8 for the first year of this agreement. The **Governing Authority** may add grades served up to the grade levels authorized by this Contract with the **Sponsor**'s prior written consent. The **Governing Authority** must provide the **Sponsor** with a signed resolution stating the intent of the Governing Authority to add a grade or grades for a subsequent school year. The **Governing Authority** agrees to be compliant with the maximum number of people allowed per room or per facility as stated on the Certificate(s) of Occupancy provided to the **School** by the local building department.

9. The School was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the **Sponsor** may terminate this Contract. For purposes of this subsection, if the School is new but the faculty and students in 1997 were almost all located at the same non-public chartered or non-chartered school in existence on January 1, 1997, the School will be considered to be a non-public chartered or non-chartered school.

10. The School is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

11. **ATTACHMENT 3** beginning with a Governing Authority roster, includes the names, addresses, and biographical vitae that accurately reflect experience, education and all other professional information, home and work telephone numbers and email addresses of the current members of the **Governing Authority,** and a description of the process by which the **Governing Authority** of the School shall be selected in the future if not included in the Code of Regulations. The **Governing Authority** shall consist of not fewer than five individuals who are not owners or employees, or immediate relatives of owners or employees of any for-profit firm that operates or manages a school for the **Governing Authority**. All members of the **Governing Authority** must be residents of the State of Ohio unless pre-approved by the **Sponsor**. All **Governing Authority** Members must pass an appropriate criminal background check, a copy of which shall be submitted to **Sponsor** prior to appointment. No employee of the **School** shall be a voting member of the **Governing Authority**. Employees may serve as advisory committee or other committee members to or for the **Governing Authority**. The **Sponsor** shall be promptly notified in writing prior to any proposed changes in members of the **Governing Authority**, including notice of new members' names, qualifications, biographical vitae, addresses, background checks, and phone numbers. One Member of the **Sponsor** or its designee shall be an invited to and able to participate in the School's **Governing Authority** meetings at all times. **Governing Authority** meetings must be held a minimum of 6 regular meetings bi-monthly per year and notice of

such regular meetings shall be provided to the **Sponsor** in writing at least 7 days in advance of the meeting. Notice of special meetings must be sent to Sponsor as soon as scheduled and in no case with less than 24 hours advanced notice and telephone call invitation. The **Governing Authority** shall invite **Sponsor** or its designee into executive session unless discussing pending or imminent litigation against **Sponsor or for purposes of discussing this Contract.** The **Governing Authority** must approve a policy stating how it will notify the public of all meetings.

All members of the **Governing Authority** must attend at least two comprehensive hours of Board training annually. New members are required to attend training within thirty (30) days of appointment. Existing Board members are required to attend board training a minimum of two (2) hours on an annual basis to remain current in the responsibilities and obligations. The Sponsor reserves the right to require additional training of any member at the Sponsor's reasonable discretion. The School and **Governing** Authority are obligated to attend training and receive technical assistance at the direction of the **Sponsor.**

The **Governing Authority** shall put in place a policy on compensation (or lack thereof) for Governing Authority members pursuant to ORC 3314.025. The **Governing Authority** shall have a minimum of 5 members and shall assure **Sponsor** that no member serves on more than two Ohio Community School governing authorities simultaneously. All members of the **Governing Authority** shall disclose on the board roster the number and name of the second community school boards on which they sit, if applicable.

The **Governing Authority** will report to the **Sponsor** knowledge of any event or circumstance that may have a material adverse effect on the **School** in any manner. The **Governing Authority** will report to the **Sponsor** knowledge of any litigation or potential litigation against or affecting **School** within three (3) business days of such knowledge.

12. The Chief Administrative Officer of the School will be the position of **Superintendent** at the inception of this Contract, the position will be held by **Wendy Rydarowicz.** Any change in the identity of the Chief Administrative Officer shall be reported immediately in writing to the **Sponsor. Sponsor** shall have the right to approve any subsequent appointment of a Chief Administrative Officer, which approval shall not be unreasonably withheld.

13. The School shall begin operation not later than September 30th, of each school year by teaching the minimum number of students permitted by this Contract, unless the mission of the **School** is to serve dropouts. In its initial year of operation, if the **School** fails to open by the thirtieth day of September, pursuant to ORC 3314.02 (D) if the mission of the **School** to serve dropouts, the contract shall be void.

14. The educational program of the School, including the School's mission, goals, innovative instructional methods and the focus of the curriculum are contained as **ATTACHMENT 4** and shall be followed and may not be changed without the written consent of the **Sponsor**. **ATTACHMENT 4** shall include a description of the learning opportunities that will be offered to students (including both classroom and non-classroom based learning opportunities) that complies with the criteria for student participation in Revised Code §3314.08(L)(2). The **Sponsor** hereby authorizes non-classroom based learning opportunities during suspension or expulsion of students pursuant to **School** policy.

    The **School** will comply with sections 3313.61, 3313.611, and 3313.614 of the Revised Code, except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the Governing Authority of the community school rather than the curriculum specified in Title XXXIII of the Revised Code or any rules of the state board of education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the state board of education under division (J) of section 3313.603 of the Revised Code. **ATTACHMENT 4** must show how the School's curriculum is aligned to the Ohio Content Standards and the Ohio Core Curriculum, if applicable.

15. The **School** shall timely administer the assessments, which shall include statewide proficiency and achievement tests, at least one nationally-normed assessment approved by the **Sponsor,** and any other assessments required by law or recommended by the **Sponsor** now, or from time to time. The **Governing Authority** shall notify the **Sponsor** in writing in advance of its intent to change assessment tools. In addition to the required testing, the **School** must assess and keep initial benchmarks acceptable to Sponsor, of all students in order to provide guidance for the **Sponsor** to review yearly progress. Such assessments and intended benchmarking are identified in **Attachment 5.**

    Report of the results from any nationally normed tests and statewide achievement tests administered by the **School** must be presented by the **School** to the **Governing Authority** in the next scheduled board meeting immediately after the test results are received by the **School.**

    The **School** shall satisfy the performance standards outlined in **ATTACHMENT 5** and such other standards required by law or recommended by the **Sponsor**

including the performance standards by which the success of the **School** will be evaluated by the **Sponsor.**

The **School** will comply with Section 3302.04 of the Revised Code, including division (E) of that section to the extent possible, except that any action required to be taken by a school district pursuant to that section shall be taken by the **Sponsor**. However, the sponsor shall not be required to take any action described in division (F) of that section.

The **Governing Authority** shall develop a plan for intervention of all students not found proficient or not making adequate yearly progress, and submit it to the **Sponsor** for approval.

16. The **Governing Authority** shall submit, no later than four months after the end of the school year to the **Sponsor** and to the parents of all students enrolled in the **School**, its financial statements, and an annual report of its activities and progress in meeting the goals and standards of this Contract; and statement from **Sponsor**. The financial statements shall be in such form as is prescribed by the State Auditor.

17. The **Governing Authority** shall report annually to **Sponsor** and the State Board of Education on the day set by the State Board of Education all of the reporting requirements as set forth by Chapter 3314 of the Ohio Revised Code, including but not limited to those found in Section 3314.08(B), and shall collect and provide any data that the **Sponsor** or the State Board of Education requests in furtherance of any study or research that the Ohio General Assembly requires such office to conduct.

18. The **Governing Authority** shall report to the **Sponsor,** in writing when requested by the **Sponsor**, all statistics, including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and shall respond promptly to the **Sponsor's** inquiries regarding such information or other matters the **Sponsor** deems important. The **Governing Authority** shall also report annually in writing to the **Sponsor**, all financial data, structure and operations of the management company as it pertains to the School. The **Sponsor** shall be allowed to observe the School in operation at site visits and shall have open access for such visits.

19. The admission procedures of the School, characteristics of students, ages and grades of students are set forth in **ATTACHMENT 6** and shall be followed and may not be changed without the written consent of the **Sponsor**. At a minimum, the admission procedures at all times must:

    (a) specify that the School will not discriminate in its admission of students to the School on the basis of gender, race, religion, color, national origin, disabling condition, or sex and will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability,

except that: (i) there may be single gender schools offered in comparable facilities with comparable learning opportunities; (ii) A school may simultaneously serve autistic and non-disabled students (3314.051); however, unless the school's total capacity has been filled; no student with any disability shall be denied admission on the basis of that disability. The **School** shall provide a non-discrimination notice in annual reports, student/parent handbooks, enrollment materials, and marketing materials.

(b) be open to any individual ages 5 – 22 entitled to attend school pursuant to ORC 3313.64 or 3313.65, except that admissions to the School may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of "at-risk" that the parties to this Contract agree upon and/or; (iii) residents of a specific geographic area as defined in this Contract; or to separate groups of autistic students and non-disabled students, as authorized in 3314.061 as defined in this Contract. "At-risk" may include those students identified as gifted students under section 3324.03 f the ORC.

If the number of applicants exceeds the capacity restrictions of subsection B (7) above, then the **Governing Authority** must give preference to students who reside in the district in which the School is located. Whether or not the **Governing Authority** has adopted an open-enrollment plan, other preferences may be given in admissions only as allowed by the Ohio Revised Code Section 3314.06(G). Ohio Revised Code Section 3314.06(G) states that if the number of applicants meeting admission criteria exceeds the capacity of the School's programs, classes, grade levels or facilities, then students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the School the previous year and may be given to eligible siblings of such students, and preference must be given to those students who reside in the district in which the School is located. The **Governing Authority** agrees to make lottery dates available to the **Sponsor** at least 5 days in advance so the Sponsor may attend.

Upon admission of or identification of any disabled student, the School shall comply with federal and state laws regarding the education of disabled students.

The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve a balanced enrollment that reflects the community it serves as indicated in **ATTACHMENT 6.**

Notwithstanding the admissions procedures of this Contract, in the event that the racial composition of the enrollment of the School is in violation of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.

The **Governing Authority's** admissions and enrollment policy and any open enrollment plan must be included in **ATTACHMENT 6**. If the **Governing Authority** adopts a policy regarding open-enrollment it shall be effective on the earliest date allowed by law. With state-wide enrollment, the **Governing Authority** includes in **ATTACHMENT 6**, a plan for inter-district open-enrollment. Such a plan must comply with this Contract, with Section 3314.06 and 3314.061 of the Ohio Revised code and with the School's admission policy.

The **Governing Authority** is not establishing this school as a single gender school or a school with single gender classrooms in separate facilities. Therefore, there will be no duplication of grades in the **School's** two facilities.

20. Tuition in any form shall not be charged for the enrollment of any student. The School shall not require contributions either from any student eligible to enroll or enrolled in the School or from any parent or guardian of a student who is enrolled or intending to enroll in the School. Nothing in this section shall prevent the charging of reasonable class, book or similar fees approved by the **Governing Authority** or the School's engaging in voluntary fund-raising activities.

21. The Governing Authority has adopted an attendance policy that includes a procedure for automatically withdrawing (dismissing) a student from the **School** if the student without legitimate excuse fails to participate in one hundred five consecutive hours of the learning opportunities offered to the student. The policy shall provide for withdrawing the student by the end of the thirtieth day after the student has failed to participate as stated in **ATTACHMENT 6.**

22. The **Governing Authority** shall distribute to parents of students upon their enrollment the required statement concerning state-prescribed testing and compulsory attendance law as prescribed in ORC 3314.041.

23. The **School** has adopted a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. See **ATTACHMENT 7**.

    Those policies and practices shall not infringe upon the rights of disabled students as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

24. Unless operations are suspended in accordance with Ohio Revised Code Section 3314.072, the School must remain open for students to attend until the end of the school year in which it is determined that the School must close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, but is not obligated to, assume operation of the

School under Ohio Revised Code §3314.073 or replace the **Governing Authority**, should the **Governing Authority** abandon or be materially in breach of its duties hereunder or at law.

25. At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must work at the School. The full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be certified in accordance with sections 3319.22 to 3319.31 of the Ohio Revised Code. The School may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to section 3319.301 of the Ohio Revised Code to the extent permitted by the "No Child Left Behind Act." The student to full-time equivalent classroom teacher ratio shall be no more than twenty five (25) to one (1). The School may also employ non-teaching employees. No later than 60 days from hire, the **School** will provide **Sponsor** with proof of Ohio certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School.**

    The **Governing Board** hereby appoints the **Sponsor** as a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor** pursuant to this Contract.

    All teachers and paraprofessionals shall meet the "highly qualified" standards as applicable and as set out in the law know as "No Child Left Behind" and per standards established by the Ohio Department of Education. The **School** shall not employ teachers with long-term substitute licenses if the **School** is designated as a school-wide Title I building per NCLB. The **School** shall not employ teachers with long-term substitute licenses in any instructional capacity if they are paid with Title I funding.

26. Although the **Governing Authority** may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the date of termination of this Contract.

27. The **School** may employ or contract with a third party to employ, administer, hire teachers and non-teaching staff necessary to carry out its mission and fulfill this Contract, no third party contract of employment shall extend beyond the date of termination of this Contract.

28. The School will provide employee health and other benefit as are set out in **Attachment 8**. To the extent required by law, the benefits provided by the **School** must include and are subject to Chapters 3307 and 3309 of the Ohio Revised Code ("STRS" and "SERS") as applicable.

29. The **School's** financial records will be maintained pursuant to rules of the Auditor of the State of Ohio. The School shall have a designated fiscal officer. The fiscal officer shall be **Angela Neeley.** If the **School**'s fiscal officer changes, the **Governing Authority** must notify the **Sponsor** in writing. The fiscal officer must be bonded if required by the Auditor of the State of Ohio. All money received by the School shall be placed in the custody of the fiscal officer. The **School** shall meet the requirements and follow the procedures for program and financial audits established from time to time by the Auditor of the State of Ohio and the Ohio Department of Education. The treasurer's bond (or copy thereof) and proof of required training shall be in the custody of the **Sponsor** and the **Governing Authority** at all times as **ATTACHMENT 9.** A certified copy of the bond must be filed with the county auditor. The **School** acknowledges that the **Sponsor** shall approve of all continuing education classes of fiscal agents or officers who are not licensed under Ohio Revised Code 3301.074, which must meet the requirements of Ohio Revised Code 3314.011.

    If the **Governing Authority** contracts with a third party to provide fiscal services, the agreement must be included in **ATTACHMENT 9.** Any fiscal services agreement must obligate the Treasurer to assist in all audits and to provide closure and final or special audit services. New agreements or changes to the existing agreement must be provided to the Sponsor not less than (10) ten business days prior to the execution of the contract or amendment.

30. The School agrees to employ ODE-certified student software for the purposes of reporting to the department of education through its Educational Management Information System (EMIS) pursuant to ORC 3314.17. The **Governing Authority** is aware that the School is responsible for reporting community school data under O.R.C. 3301.0714 (EMIS), and that the State of Ohio will impose all sanctions and penalties listed therein, as well as any sponsor-imposed discipline and/or repercussions to licensed individuals.

31. The fiscal year for the School shall be July 1 to June 30.

32. A financial plan detailing an estimated School budget for each fiscal year of this Contract is contained as **ATTACHMENT 9.** Each year of this Contract, on or before June 30, a revised School budget shall be submitted by the **Governing Authority** to the **Sponsor.** The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purposes of funding calculations under section 3314.08 of the Ohio Revised Code. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimated per pupil expenditure amount for each year. Should the **School** be managed by a third party management company, the **Governing Authority** must procure from such management company, sufficient data, in accordance with all applicable State and Federal laws rules and regulations and the Auditor of State's Requirements

for Community School audit reporting, to allow **Sponsor** to review revenue and expenses as required or permitted by law. All money received by the **School** during the period beginning upon execution of this Contract, shall be placed in the custody of the Fiscal Officer of the **School**, who shall maintain all funds and accounts of the **School**.

34. The School may borrow money to pay any necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School pursuant to the Ohio Revised Code Section 3314.08(D). The School may issue notes to evidence such a borrowing. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the School (ORC 3314(J)(1)(a)). The **School** may also borrow money for a term not to exceed fifteen years for the purpose of acquiring facilities pursuant to Ohio Revised Code 3314.08(J)(1)(b). All borrowing must be documented in a promissory note and copies of all notes must be provided to the Sponsor within ten (10) business days of signing.

35. General liability, errors and omissions, and other miscellaneous insurance coverage (as School policy) at all times will be maintained by the **School**, for itself, and its employees, in amounts not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate with an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than two million dollars ($2,000,000). The insurance coverage shall be not only for the **School** and its employees but also for the **Sponsor and Governing Authority** as an additional insured. The certificate of insurance is appended hereto as **ATTACHMENT 10**. The **School** shall provide evidence of such coverage and the insurer shall notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. **The Governing Authority** shall also maintain directors and officers liability, errors and omissions insurance coverage in an amount not less than one million dollars ($1,000,000) per occurrence.

36. The **Governing Authority** and School shall defend, indemnify and hold harmless the **Sponsor** and its board, employees, officers and agents from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders and liabilities of whatever kind of nature in law, equity or otherwise, arising from any of the following:

    (a) A failure of the **Governing Authority** and/or School or any of its officers, trustees, directors, employees, successors, agents or contractors to perform any duty, responsibility or obligation imposed by law or by this Contract; and

    (b) An action or omission by the **Governing Authority** and/or School or any of its officers, trustees, directors, employees, successors, agents or contractors that result in injury, death or loss to person or property, breach of contract, or

violation of statutory law or common law (state and federal), or liabilities of any kind.

The entering into of this Contract and the oversight of the **Sponsor** of the School and the **Governing Authority** pursuant to this Contract shall in no way implicate the **Sponsor** or render it liable or responsible for the acts or omissions of the **Governing Authority or the School**, and, the **Governing Authority** and the School hereby agree to indemnify, and shall defend and hold harmless the **Sponsor**, for claims, demands, actions, suits, causes of action, losses, costs, expenses, attorney fees, damages, judgments, orders or liabilities of any kind claimed by the School, parents of students, the **Governing Authority**, or third parties otherwise arising out of or in any way related to the operations of the **School**.

37. If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **Governing Authority** and **School** shall defend, indemnify and hold harmless the **Sponsor** and its **Board** members, Superintendents, employees and agents from liability arising out of any action or omission of that person while that person is on such leave or employed by the **Governing Authority**. Nothing in this subsection, however, obligates this **Sponsor** to provide such a leave of absence.

38. The **Governing Authority** and School shall timely comply with all reasonable requests of the **Sponsor**. Any reasonable request of the **Sponsor** shall be answered in writing within ten (10) business days and cured within a period of time acceptable to the **Sponsor**. Failure to do so is grounds for termination of this Contract.

39. The **School** administrator, or appropriate representative, shall participate regularly in training provided by the **Sponsor** and/or Ohio Department of Education, and receive technical assistance at the direction of the **Sponsor at the Sponsor's expense**.

40. The **Governing Authority** and administration shall cooperate fully with the **Sponsor** in all activities as required by regulations of the Ohio Department of Education for oversight of the **School**. This includes, but is not limited to:

    a. Annual file up-dates per checklist as set out by the **Sponsor**.
    b. An on-site visit prior to opening of each school year and bi-monthly visits during the school year.
    c. Bimonthly reviews of financial status.
    d. Access (read only) to academic and financial data and data systems.
    e. Other appropriate requests for information from the **Sponsor**, the Ohio Department of Education or the Auditor of State.

The **Governing Authority** recognizes that the **Sponsor** has a legitimate educational interest in the educational records of the **School** and thus grants to the Sponsor read-only access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA") as necessary for **Sponsor** to carry out its oversight responsibilities. The **Sponsor** agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit access to only those records in which they have legitimate educational interests and that as required by law the **Sponsor** will destroy the educational records when no longer needed for the purposes outlined in this Contract, or otherwise needed under state or federal law or any applicable court order. Notwithstanding other indemnification provisions herein, the **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with FERPA, or the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of education records.

41. Pursuant to the Ohio Revised Code Section 3314.03(C), the **Governing Authority** shall pay the amount of 3 percent (3%) of the total state funds received each year, in consideration for the time, organization, oversight, fees and costs of the **Sponsor** pursuant to this Contract. Pursuant to Ohio Revised Code Section 3314.02, such payments shall be paid based on invoices from the **Sponsor**. The invoices shall be payable on or before the 30th of the month.

42. The **Governing Authority** and the **Sponsor** must meet at least once yearly at a board meeting before the end of the School's fiscal year to review the terms and provisions of this Contract.

43. All criminal background checks (BCI&I/FBI fingerprint and background check information) of teachers, staff or the **Governing Authority** must be conducted through the "web-check" or another twenty-four (24) hour reporting entity at the expense of the School. The **Governing Authority** must obtain all personal consents necessary to release copies of the Governing Authority's background checks to the **Sponsor**

    As stated above herein, the **Sponsor** is a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor** pursuant to this Contract.

44. The **Governing Authority** shall have a Conflict of Interest policy and include that policy in **ATTACHMENT 10.**

45. The **Governing Authority** must have a state-approved technology plan within sixty (60) days of execution of this Contract and complete the filing procedures for OhioNet (formally SchoolNet) and E-rate on or before the next applicable deadlines.

A breach of any of the covenants and/or agreements in subparagraphs 1 through 45 above or, a breach of any terms of this Contract, including all Attachments to this Contract, shall constitute good cause for termination, suspension or non-renewal of this Contract.

C. **Sponsor Obligations.** **The Sponsor** shall provide oversight and guidance to the **Governing Authority** including but not limited to the following:

1. Monitoring the School's compliance with applicable law and the terms of this Contract;

2. Monitoring and evaluating the academic and fiscal performance and the organization and operation of the School;

3. Reporting annually the results of its evaluation to the Department of Education and to parents of students enrolled in the School;

4. Providing reasonable technical assistance to the School in complying with applicable laws and this Contract provided however, the **Sponsor** is not a legal firm so any assistance as to laws should be confirmed by **Governing Authority's** legal counsel;

5. Intervening as the **Sponsor** deems necessary in the School's operation to correct problems with overall performance (including but not limited to exercising its right to place the School on probation under Revised Code § 3314.073 or to non-renew, suspend, or terminate the School under Revised Code § 3314.07 or § 3314.072. The **Sponsor** may, at its sole discretion, require a plan of action from the **Governing Authority** to cure any issues or violations.

6. Preparing and assisting with contingency plans in the event the School experiences financial difficulties or closes before the end of the school year;

7. Provide in writing the annual assurances for the School to the Ohio Department of Education no less than ten (10) business days prior to the first day of school under Revised Code § 3314.19.

8. The Sponsor will have a representative within fifty (50) miles of the **School** facility.

9. Adhere to and comply with the BCHF contract with the Ohio Department of Education even if those provisions affect the **School**, and the **School** consents to such obligations of the **Sponsor**.

10. The **School** acknowledges the purported obligations of the **Sponsor** in the Ohio Department of Education's closing guidance and consents to the authority of the **Sponsor** to carry out those obligations, if needed.

D. **Other.** The Parties covenant and agree as follows:

1. The **Sponsor** and the **Governing Authority** mutually agree that failure to open the **School** on or before September 30, 2011 voids the Contract.

2. The **Sponsor**, upon request, will assist the **Governing Authority** in securing such technical assistance and training or services from other entities as may be reasonably necessary.

3. The **Governing Authority** specifically recognizes and acknowledges the authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with Ohio Revised Code Section 3314.03(A)(22)(a).

E. **Contract Authorization.** Before executing this Contract, all parties must each pass a resolution (by majority vote at an open board meeting of the **Sponsor** and **Governing Authority** and memorialized as a Resolution in its minutes) authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the party with full authority to bind that party.

F. **Probation; Suspension of Operations.** The **Sponsor** may place the School on probation pursuant to O.R.C. §§ 3314.073 and .07. The **Sponsor** may suspend operations of the School and this Contract pursuant to O.R.C. § 3314.072. The **Sponsor** may terminate this Contract pursuant to ORC §3314.07. The Department of Education may suspend operations pursuant to Ohio Revised Code § 3314.072 if the **Sponsor** refuses to do so.

Upon receipt of any Notice of Intent to Suspend, or upon receipt of any notice of closure from any governmental or administrative agency, or upon a vote of voluntary closure by the **Governing Authority**, the **Governing Authority** must immediately submit to the **Sponsor**, a good faith deposit of five-thousand dollars ($5,000), so long as payment of such deposit does not violate any community school closing procedures or other laws or contracts. Such deposit shall be used to cover any costs or fees which may be required to facilitate or effectuate closing of the **School**, including but not limited to: notices to parents, transfer of files, change of locks, securing assets, segregating or selling assets, accounting, legal, or treasurer fees incurred by **Sponsor**, in any way associated with the termination or closure of the **School**, if it is

actually suspended and then terminated and closed. However, payment of such deposit shall not be construed to imply that the Governing Authority consents to all above-listed actions by the Sponsor, insofar as the Governing Authority may have competing legal obligations. The good faith deposit will be returned to the **School** without interest if not used for these purposes by the **Sponsor.**

G. **Ending the Community School.** In the event that this Contract is terminated or not renewed, the operation of the School will cease as a community school and the following requirements and procedures apply regarding the **Governing Authority** and the School (unless operations continue as a public school of an existing school district):

1. The School may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed.
2. Upon termination of this Contract, by law or by these Contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the School, all equipment, supplies, real property, books, furniture or other assets of the **School**, all equipment, supplies, real property, books, furniture or other assets of the **School** shall be distributed in accordance with ORC 3314.015 (E) and 3314.074. The **School** shall comply with all closing procedures included in **ATTACHMENT 11**, even if listed as requirements of **Sponsor**.

H. **Dispute Resolution.** Other than a dispute falling under paragraph I below concerning termination of this Contract, and for all other disputes regarding either any term of this Contract or any community school issue, the parties shall use the following dispute resolution procedure: The parties shall make initial attempts to resolve any dispute between a designated Board Member of the **Sponsor** and the President of the **Governing Authority**. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified mediator for mediation. The parties will make every attempt to resolve such disputes through mediation and shall equally split all fees or costs of any third party mediator and each party shall assume its own attorney fees.

I. **Term.** This Contract shall be for an initial term commencing on the date of execution of this Contract, becoming effective on **July 1, 2011** and ending on **June 30, 2015.** The **Governing Authority's** financial obligations under this Contract survive termination, non-renewal and expiration. The **Sponsor** may choose not to renew the Contract for cause or may choose to suspend operations of the School and this Contract or terminate the Contract at any time for any of the following reasons:

1. Failure to meet student performance requirements stated in this Contract;

2. Failure to meet generally accepted standards of fiscal management;

3. Violation of any provision of this Contract or applicable state or federal law; and

4. Other good cause.

Unless the **Sponsor** has suspended operations of the **School**, a termination shall be effective only at the conclusion of the instructional year.

Upon the expiration of this Contract the **Sponsor** may, with the agreement of the **Governing Authority** and in accordance with Revised Code § 3314.03 (E) renew the contract for a period of time to be determined by the **Sponsor**, but not ending earlier than the end of any school year.

At least ninety (90) days prior to the termination or non-renewal of this Contract, the **Sponsor** shall notify the **Governing Authority** of the proposed action in writing. Receipt of notice by the President or other member of the **Governing Authority** of the School if the President cannot be notified with reasonable effort, shall be conclusively deemed to constitute receipt of notice to the **Governing Authority**. The notice shall include the reasons for the proposed action in detail and the effective date of the non-renewal or termination. The **Governing Authority** may, within fourteen (14) calendar days of receiving the notice, request in writing an informal hearing before the **Sponsor**. The informal hearing shall be held within thirty (30) days of the receipt of a request for the hearing. A decision by the **Sponsor** to terminate this Contract may be appealed only to the State Board of Education. The decision of the State Board of Education shall be final.

J. **Management Agreements.** All management agreements entered into by the **Governing Authority** must be provided to the **Sponsor** not less than ten (10) business days prior to the entering into such management agreements and all management agreements to which **Governing Authority** is currently a party are appended as **ATTACHMENT 12.** The management agreement must allow the budget to contain provisions for adequate professional fees on the **Governing Authority**'s behalf for any controversies between the **Governing Authority** and the management company. Any changes to any management agreements must be provided to the **Sponsor** not less than ten (10) business days prior to such changes. The **Governing Authority** may apply for Internal Revenue Code Tax Exempt (501(c)(3)) status in the name of the School. If the **School** is not contracting with a management company and, at some point, deems at its discretion due to mismanagement, ineffective governance, or poor academic performance one is necessary, the sponsor may require the **Governing Authority** to interview, select and enter into agreement with an educational management organization for such services.

K. **Consulting Agreements.** All consulting agreements entered into by the School or the **Governing Authority** must be provided to the **Sponsor** not less than ten (10) business days prior to the entering into such consulting agreements and all consulting agreements to which the **School** or the **Governing Authority** are currently a party are appended as **ATTACHMENT 13.** Any changes to any consulting agreements must be provided to the **Sponsor** not less than ten (10) business days prior to such changes.

L. **Organizational Structure.** The Organizational Structure and management/ administration, employee, **Governing Authority** relationships must be accurately reflected in an Organization Chart appended as **ATTACHMENT 14**. Written clarifications that describe working relationships of each entity must also be included. Any modifications to the Organizational Structure, positions and/or modifications (adding removing, altering any positions) must be submitted in written form to the **Sponsor** prior to implementation.

M. **Headings and Attachments.** Headings are for the convenience of the parties only. Headings have no substantive meaning. All **ATTACHMENTS 1 - 14** of this Contract are attached hereto and incorporated by reference into this Contract.

N. **Assignments and Modifications.** Except as otherwise provided herein, this Contract and its terms shall not be assigned or delegated without the written approval of the other party. No modifications to this Contract shall be valid and binding unless signed by both the **Sponsor** and the **Governing Authority** and attached to this Contract.

O. **Notice.** Any notice to one party by the other shall be satisfied upon receipt, and deliver by personal delivery or by certified mail; return receipt requested the following persons and address:

If to Sponsor:

Buckeye Community Hope Foundation
c/o Steven J. Boone, President
3021 E. Dublin-Granville Rd., Suite 200
Columbus, Ohio 43231

With a copy to:

Drew McFarland, Attorney at Law
230 E. Broadway
Granville OH 43023

If to Governing Authority or School to:

Jack Calhoun
2029 38th Street NE
Canton, Ohio 44705

With a copy to:

Amy E. Goodson, Esq.
Amy Goodson Co., LLC
1872 5th Street
Cuyahoga Falls, Ohio 44221

Notices of change of person or address must be given pursuant to this paragraph O.

P. **Expiration of** Contract. Upon the expiration of this Contract the **Sponsor** may, in accordance with Revised Code §3314.03(E), renew the Contract.

Q. **Severability.** If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.

*The remainder of this page is intentionally left blank.*

P. **Expiration of Contract.** Upon the expiration of this Contract the **Sponsor** may, in accordance with Revised Code §3314.03(E), renew the Contract.

Q. **Severability.** If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.

Executed this 17th day of May, 2011.

**GOVERNING AUTHORITY:**

GARFIELD ACADEMY

By: Jack Calhoun
Jack Calhoun, Board President

With full authority to execute this Contract for and on behalf of **Governing Authority** and with full authority to bind the **Governing Authority and the School;**

**SPONSOR:**

BUCKEYE COMMUNITY HOPE FOUNDATION, an Ohio nonprofit corporation

By: _____
Steven J. Boone, President

# Attachment 1

## Incorporation Documents

1. Certificate of Incorporation
2. Articles of Incorporation
3. Code of Regulations
4. Appointment of Statutory Agent
5. Taxpayer Employer ID Number
6. Conflict of Interest Policy (if not in the Code of Regulations)

Doc ID --> 201107400105

| DATE: | DOCUMENT ID | DESCRIPTION | FILING | EXPED | PENALTY | CERT | COPY |
|---|---|---|---|---|---|---|---|
| 03/15/2011 | 201107400105 | DOMESTIC ARTICLES/NON-PROFIT (ARN) | 125.00 | .00 | | .00 | .00 |

**Receipt**
This is not a bill. Please do not remit payment.

BMD LAW FIRM
ATTN: JOHN MARTIN
75 E. MARKET ST
AKRON, OH 44308

# STATE OF OHIO
## CERTIFICATE
### Ohio Secretary of State, Jon Husted

2003983

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

GARFIELD ACADEMY, INC.

and, that said business records show the filing and recording of:

| Document(s) | Document No(s): |
|---|---|
| DOMESTIC ARTICLES/NON-PROFIT | 201107400105 |

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 10th day of March, A.D. 2011.

Jon Husted

Ohio Secretary of State

Doc ID --> 201107400105

Prescribed by:
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

| Expedite this Form: (Select One) | |
|---|---|
| Yes | PO Box 1390<br>Columbus, OH 43216<br>** Requires an additional fee of $100 ** |
| No | PO Box 670<br>Columbus, OH 43216 |

# INITIAL ARTICLES OF INCORPORATION

*(For Domestic Profit or Nonprofit)*

Filing Fee $125.00

2011 MAR 10 AM 11:54
SECRETARY OF STATE
CLEVELAND OHIO

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

*(CHECK ONLY ONE (1) BOX)*

| (1) ☐ Articles of Incorporation Profit | (2) ☑ Articles of Incorporation Nonprofit | (3) ☐ Articles of Incorporation Professional |
|---|---|---|
| (113-ARF) | (114-ARN) | (170-ARP) |
| ORC 1701 | ORC 1702 | Profession<br>ORC 1785 |

*Complete the general information in this section for the box checked above.*

FIRST: Name of Corporation: Garfield Academy, Inc.

SECOND: Location: Canton (City) Stark (County)

Effective Date (Optional) _____ (mm/dd/yyyy) *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*

☑ *Check here if additional provisions are attached*

*Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.*

THIRD: Purpose for which corporation is formed

See Third, Fourth, and Fifth, Articles set forth on Addendum attached hereto and made a part hereof by reference.

*Complete the information in this section if box (1) or (3) is checked.*

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any) _____ (No. of Shares) _____ (Type) _____ (Par Value)

(Refer to Instructions if needed)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

REQUIRED
Must be authenticated (signed) by an authorized representative
(See Instructions)

Authorized Representative — Date: 3/10/2010

John F. Martin
(print name)

Authorized Representative — Date

(print name)

Authorized Representative — Date

(print name)

532



Last Revised: May 2002

ARTICLES OF INCORPORATION
OF
GARFIELD ACADEMY, INC.

ADDITIONAL PROVISIONS

THIRD: The purposes for which the Corporation is formed are to manage, operate, guide, direct and promote a community school, and such other educational and related activities as the Board of Trustees may define from time to time. This Corporation is organized as a public benefit corporation as defined in Ohio Revised Code Section 1702.01(P).

FOURTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Member, Trustees, Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Third Article hereof.

FIFTH: Upon the dissolution of the Corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to a public benefit corporation, the United States, a state or any political subdivision of a state, or an organization recognized as exempt for federal income tax purposes under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to an organization described above, as said Court shall determine.

# CODE OF REGULATIONS

## ARTICLE I
## GENERAL

**Section 1. Name.**

The name of this Ohio nonprofit corporation shall be Garfield Academy, Inc., (the "Corporation").

**Section 2. Operation, Objectives, and Guiding Principles.**

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated as a public benefit corporation defined in §1702.01(P) of the Ohio Revised Code.

a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

b. Unless otherwise specifically set forth in this Code of Regulations:

1. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and

2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and

3. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

4. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator of a community school unless at one year has elapsed since the conclusion of the person's membership; and

5. No loans shall be made by the Corporation to its directors or officers.

**Section 3. Location.**

The Corporation's headquarters shall be located and maintained in Stark County, Ohio or such other location as the Board of Directors may determine.

**Section 4. Property.**

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

## ARTICLE II
## BOARD OF DIRECTORS

**Section 1. Management.**

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no less than five members; all of whom shall be appointed each year to hold office in accordance with Section 2 below. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee, or consultant of any nonprofit or for profit operator of a community school unless at least one year has elapsed since the conclusion of the person's membership.

**Section 2. Authority.**

Except where otherwise provided in the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

**Section 3. Election of and Term of Office of Directors.**

Each Director shall hold office for a term of three years, commencing on the day of the meeting at which the Director was elected and ending on the day of the third annual meeting thereafter or until successor Directors are elected and qualified.. Prior to the expiration of each Director's term, the remaining Board of Directors shall appoint, by majority vote, a replacement Director who shall serve a three year term commencing upon the expiration of each initial Director's term.

**Section 4. Director Vacancies.**

a. Except as provided in Section 3 above, the office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction..

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall made by a vote of the remaining directors, though less than a majority of the whole authorized number of directors.

**Section 5. Qualifications.**

All Directors are required to obtain a criminal background check, as required by Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set

forth under Ohio law. No member of the Board may serve on the governing authority of more than one other Ohio community school while a member of this Board.

**Section 6. Compensation.**

Directors may elect to receive compensation pursuant to Ohio Revised Code section 3314.025 or subsequent related provisions. Directors may also be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

## ARTICLE III
## MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

**Section 1. General Powers of the Board.**

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

**Section 2. Other Powers.**

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

a. to fix, define and limit the powers and duties of all officers,

b. to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;

c. to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;

d. to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

**Section 3. Meetings of the Board.**

Annual Meetings of the Board of Directors shall be held each year for election of officer and for the transaction of any other business which may properly come before the board.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code or at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the written call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting. Any Special Meeting may be

made other than by written notice when circumstances dictate. Notice of meeting shall be given to the public as required by Ohio law.

**Section 4. Quorum.**

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

**Section 7. Vote of Directors.**

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members entitled to vote who are present unless otherwise provided in this Code of Regulations.

**Section 6. Executive Session.**

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended.

## ARTICLE IV
## OFFICERS

**Section 1. Election of Officers.**

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

a. **President.** The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. He/She shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; coordinate managements' annual performance evaluation; recruit new board members; act as spokesperson for the organization; periodically consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

b. **Vice-President.** The Vice-President shall perform duties as are conferred upon him/her by those regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

c. **Secretary.** The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. The Secretary shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature.

d. **Treasurer.** The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an Assistant Treasurer to act as the corporation's designated fiscal officer who shall hold such licenses and receive such training as required by Ohio law. The Assistant Treasurer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Upon the expiration of his/her appointment, the Assistant Treasurer shall turn over to the Board of Directors all property, books, paper and money of the Corporation in his/her hands.

e. **Designated Fiscal Officer.** The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Assistant Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the board's review of and action related to the board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the board for approval; and review and answer board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public.

**Section 2. Assistant and Subordinate Officers.**

The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation, if any.

**Section 3. Duties of Officers May be Delegated.**

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director.

**Section 4. Qualifications and Authority of Officers.**

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

**Section 5. Term of Office.**

The officers of the Corporation shall hold office for one year. The number of terms of such Officers shall not be limited.

**Section 6. Resignation and Removal.**

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

**Section 7. Officer Vacancies.**

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

## ARTICLE V
## COMMITTEES

The Corporation may have Standing or Special Committees of no more than two (2) Directors to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

## ARTICLE VI
## SEAL

If deemed advisable by the Board of Directors, the Corporation may adopt a corporate seal. The Corporate Seal of the Corporation shall be circular in form and shall contain the words, Garfield Academy. If deemed advisable by the Board of Directors, duplicate seals may be provided and kept for the purpose of the Corporation.

## ARTICLE VII
## NONDISCRIMINATORY POLICY

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status or military status with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the Corporation will comply with all federal and state laws regarding the education of handicapped students.

## ARTICLE VIII
## BOARD POLICIES

**Section 1. Conflicts of Interest Policy**

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person.

## ARTICLE IX
## INDEMNIFICATION

**Section 1. Indemnification.**

Except as otherwise provided in this Article, the Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Corporation by its Board of Directors may indemnify any other person as deemed proper by said Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or any time having been a Director, Officer, employee or other agent of or in a similar capacity with the Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, Director, officer, administrator, manager, employee, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan.

Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be

reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

**Section 2. Insurance.**

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, volunteer of, the Corporation.

## ARTICLE X
## CONFLICT WITH ARTICLES OF INCORPORATION

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

## ARTICLE XI
## DISSOLUTION

The Corporation may be dissolved by the Board of Directors at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

## ARTICLE XII
## MISCELLANEOUS

**Section 1. Fiscal Year.**

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

**Section 2. Audit.**

The fiscal records of the Corporation shall be audited each year by the Auditor of the State of Ohio or by a Certified Public Accountant and the report thereof made available to the President, the Board of Directors, and such other persons as may be necessary or appropriate.

Doc ID --> 201110201131

| DATE: | DOCUMENT ID | DESCRIPTION | FILING | EXPED | PENALTY | CERT | COPY |
|---|---|---|---|---|---|---|---|
| 04/13/2011 | 201110201131 | DOMESTIC AGENT SUBSEQUENT APPOINTMENT (AGS) | 25.00 | .00 | | .00 | .00 |

**Receipt**

This is not a bill. Please do not remit payment.

GOODSON CO., LLC
1872 5TH STREET
CUYAHOGA FALLS, OH 44221

# STATE OF OHIO

## CERTIFICATE

### Ohio Secretary of State, Jon Husted

**2003983**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**GARFIELD ACADEMY, INC.**

and, that said business records show the filing and recording of:

| Document(s) | Document No(s): |
|---|---|
| DOMESTIC AGENT SUBSEQUENT APPOINTMENT | 201110201131 |

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 11th day of April, A.D. 2011.

Jon Husted

Ohio Secretary of State

*Complete the information in this section if box (1) (2) or (3) is checked.*

## ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Garfield Academy, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

John F. Martin
(Name)
75 East Market Street
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Akron ,Ohio 44308
(City) (Zip Code)

Must be authenticated by an authorized representative

Authorized Representative — Date: 3/10/2010

Authorized Representative — Date

Authorized Representative — Date

### ACCEPTANCE OF APPOINTMENT

The Undersigned, John F. Martin, named herein as the Statutory agent for, Garfield Academy, Inc., hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: _____ (Statutory Agent)

Doc ID --> 201110201131

Form 521 Prescribed by the:
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)

www.sos.state.oh.us
Busserv@sos.state.oh.us

**Expedite this form: (select one)**
Mail form to one of the following:

- O Expedite — PO Box 1390, Columbus, OH 43216
  *** Requires an additional fee of $100 ***
- ⊙ Non Expedite — PO Box 788, Columbus, OH 43216

# STATUTORY AGENT UPDATE

**Filing Fee: $25**

(CHECK ONLY ONE (1) BOX)

| (1) Subsequent Appointment of Agent | (2) Change of Address of an Agent | (3) Resignation of Agent |
|---|---|---|
| ☑ Corp (165-AGS) | ☐ Corp (145-AGA) | ☐ Corp (155-AGR) |
| ☐ LP (165-AGS) | ☐ LP (145-AGA) | ☐ LP (155-AGR) |
| ☐ LLC (171-LSA) | ☐ LLC (144-LAD) | ☐ LLC (153-LAG) |
| | | ☐ Partnership (155-AGR) |

**Name of Entity** Garfield Academy, Inc.

**Charter, License or Registration No.** 2003983

**Name of Current Agent** John F. Martin

**Complete the information in this section if box (1) is checked**

**Name and Address of New Agent**

Amy E. Goodson
Name of Agent

1872 5th Street
Mailing Address

Cuyahoga Falls — Ohio — 44221
City — State — Zip Code



ATTACHMENT 1
PAGE 15

**Complete the information in this section if box (1) is checked and business is an Ohio entity**

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, Amy E. Goodson, named herein as the
Name of Agent

Statutory agent for, Garfield Academy, Inc., hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature: _____
Statutory Agent

☐ If the agent is an individual using a P.O. Box, the agent must check this box to confirm that the agent is an Ohio resident.

**Complete the information in this section if box (2) is checked**

New Address of Agent _____
Mailing Address

_____ Ohio _____
City State Zip Code

☐ If the agent is an individual using a P.O. Box, check this box to confirm that the agent is an Ohio resident.

**Complete the information in this section if box (3) is checked**

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

_____
Mailing Address

_____ Ohio _____
City State Zip Code

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

**REQUIRED**
Must be authenticated (signed) by an authorized representative **(See Instructions)**

Jack Calhoun — Authorized Representative — Date

Jack Calhoun
Print Name

Authorized Representative — Date

Print Name

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-04-2011

Employer Identification Number:
45-1258812

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

007617.855496.0019.001 1 MB 0.382 852

GARFIELD ACADEMY
1379 GARFIELD AVE SW
CANTON OH 44706

007617

## WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-1258812. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120 09/15/2011

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

(IRS USE ONLY) 575A 04-04-2011 GARF B 0509905424 SS-4



007617

Keep this part for your records. CP 575 A (Rev. 7-2010)

---

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

0509905424

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 04-04-2011
EMPLOYER IDENTIFICATION NUMBER: 45-1258812
FORM: SS-4
NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

GARFIELD ACADEMY
1379 GARFIELD AVE SW
CANTON OH 44706

# CODE OF ETHICS / CONFLICT OF INTEREST POLICY

This Code of Ethics (the "Code of Ethics") has been unanimously adopted by the Board of Directors of the School (the "Non-Profit") and is intended to apply to the Corporation's directors, officers and employees.

## I. PURPOSE OF CODE OF ETHICS

The purpose of this Code of Ethics is to promote the honest and ethical conduct of the directors, officers and employees of the Corporation, including: (i) the ethical handling of actual or apparent conflicts of interest between personal and professional relationships; (ii) full, fair, accurate, timely and understandable disclosure in periodic reports required to be filed by the Corporation; (iii) compliance with all applicable governmental rules and regulations; (iv) prompt internal reporting of violations of this Code of Ethics; and, (v) accountability for adherence to this Code of Ethics. This Code of Ethics is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit and charitable corporations.

## II. CONFLICT OF INTEREST POLICY

1. Definitions.

Interested Person. Any director, officer, or employee of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

(a) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

(b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as loans, gifts or favors that are substantial in nature. Without limiting the generality of the foregoing, the receipt of gifts during any twelve-month period having a value or cost of $25 or more in the aggregate shall be considered substantial in nature.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

2. Procedures

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall thereupon determine, by a vote of seventy-five percent (75%) of the votes entitled to vote, whether the disclosure shows that a conflict of interest exists or can be reasonably construed to exist.

(c) Procedures for Addressing the Conflict of Interest.

(i) An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(ii) The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(iii) After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(iv) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflict of Interest Policy.

(i) If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.

(ii) If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.

(e) Prohibited Conflicts of Interest. The foregoing notwithstanding, the limitations specified below shall apply to all of the Corporation's directors, officers and employees, and any situation violating such limitations shall constitute a violation of this policy, not subject to waiver or approval by the board or otherwise:

(i) No person who is an officer or employee of a for-profit education management organization having a business relationship with the Corporation shall be a director of the Corporation during such relationship.

(ii) No person who is an officer or employee of a for-profit organization having a business relationship with the Corporation shall be a director of the Corporation during such relationship.

(iii) Directors, officers, or employees of any single organization shall hold no more than forty percent (40%) of total seats comprised by the Board.

(iii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

3. Records of Proceedings. The minutes of the board and all committees with board-delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

4. Compensation.

(a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

5. Statements of Understanding. Each director, officer and employee shall at the time of election, appointment or employment, and every anniversary thereof, sign a statement which affirms that such person:

(a) has received a copy of this Code of Ethics,

(b) has read and understands this Code of Ethics,

(c) has agreed to comply with this Code of Ethics, and

(d) understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## III. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter, the Corporation's Bylaws and all other laws, rules and regulations applicable to the Corporation's purposes and business. Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful. The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment. Directors, officers and employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.

(b) Whether partners and joint venture arrangements and arrangements with management services organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.

(c) Whether agreements to provide education and agreements with other employees and third parties further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

**Attachment 2**

Copy of Facility Lease
or
Title to Property



WHITE HAT

MANAGEMENT

July 29, 2009

David Lombardi, Senior Pastor
Trinity Gospel Temple
P.O. Box 20029
Canton, Ohio 20029

RE: Lease Renewal - Hope Academy 1379 Garfield Avenue, SW, Canton, OH

Dear Brother Dave:

Please allow this letter to serve as notice of our desire to exercise the second five (5) year lease renewal option as provided in the lease dated May 24, 2002 between White Hat Realty, LLC and The Trinity Evangelistic Association for Hope Academy located at 1379 Garfield Avenue SW, Canton, Ohio pursuant to Paragraph 3 of the lease. As provided in the lease, the renewal term under the second option period shall be for five (5) years, commencing July 1, 2009 and expiring June 30, 2014.

All other terms and conditions of the Lease shall remain the same except that the total base rent under the renewal term shall increase to $128,547 during the term, payable in twelve (12) equal and consecutive monthly installments of $10,712.

Sincerely yours,

Michael A. Kunce
White Hat Management, on behalf of White Hat Realty, LLC
159 S. Main Street Suite 525
Akron, Ohio 44308
Office: (330) 762-1074
Cell: (330) 351-3045

# NET SUBLEASE AGREEMENT

THIS NET SUBLEASE AGREEMENT, hereinafter called the "Lease", is entered into effective as of the 1st day of July, 2011, by and between BHA Canton, LLC, a Nevada limited liability company, c/o White Hat Management, LLC, 159 South Main Street, Suite 600, Akron, Ohio 44308 ("Lessee"), and Teragram Realty, LLC, a Nevada limited liability company, 159 South Main Street, Suite 500, Akron, Ohio 44308 ("Sublessor").

WITNESSETH:

WHEREAS, Sublessor leases certain real property located at 1379 Garfield Avenue, Canton, Ohio 44706, as described in Exhibit "A" attached hereto and made a part hereof (the "Property") from The Trinity Evangelistic Association, an Ohio non-profit corporation ("Owner"), pursuant to a Lease dated May 24, 2002, between Sublessor (then known as White Hat Realty, LLC) and Owner (the "Main Lease");

WHEREAS, Sublessor desires to lease the Property to Lessee and Lessee desires to lease the Property from Sublessor, upon the conditions and terms set forth herein.

NOW, THEREFORE, in consideration of their mutual promises, covenants and intending to be legally bound, the parties hereto agree as follows:

1. **Lease Term**. Sublessor hereby lets and leases to Lessee, the Property for the term of one (1) year, commencing July 1, 2011, and Lessee agrees to lease the same for such term. Lessee shall not have any right to renew this Lease. As used herein, a "Lease Year" shall mean a period of twelve months running from July 1 of each year to June 30 of the following year.

2. **Rent**. Lessee shall pay to Sublessor, as the rent for the Property, the annual sum of One Hundred Twenty-Eight Thousand Five Hundred Forty-Four and No/100 Dollars ($128,544.00). The rentals to be paid hereunder shall be payable in monthly installments of Ten Thousand Seven Hundred Twelve and No/100 Dollars ($10,712.00), which shall be paid in advance on the first day of each month during the term hereof, commencing as of the date hereof. Lessee covenants and agrees that it will pay to Sublessor, its agents, successors or assigns, the rent, when due, in lawful money of the United States, without demand and without any deduction whatsoever, and shall pay the same at the Sublessor's office, unless another address is designated by notice to Lessee or otherwise provided.

3. **Expenses**. Lessee further covenants and agrees to pay all costs, perform all duties and provide all goods and services required to be paid, performed or provided by Sublessor under the Main Lease at its sole cost and expense in the time and manner provided for in the Main Lease. Without limiting the generality of the foregoing, Lessee shall be responsible for (i) all common area and similar expenses allocable to the Property; (ii) the payment of any real estate taxes or assessments to be paid by Sublessor under the Main Lease; (iii) the maintenance, replacement and repair of the Property, its equipment and fixtures as and when needed in compliance with the terms of the Main Lease; (iv) obtain and maintain all insurances required to be obtained and maintained

by Sublessor under the Main Lease, such as fire, casualty and extended coverage; premises liability; rental interruption; worker's compensation. Sublessor shall be named as an additional insured in all liability policies obtained by Lessee.

4. **Security Deposit**. Unless Sublessor waives the requirement of this Section 4, which waiver may be revoked at any time, Lessee shall pay to Sublessor at the time of execution of this Lease, an amount equal to three months' base rentals hereunder (the "Security Deposit"), which sum Sublessor shall retain as security for the performance by Lessee of each of its obligations hereunder. In the event Sublessor waives the Security Deposit, Sublessor may at any time during the term of this Lease revoke such waiver and immediately require Lessee to make such deposit in Sublessor's sole and absolute discretion. Lessee shall from time to time deposit such additional amounts as shall be necessary to adjust the Security Deposit to cover any increase in rentals hereunder. Lessee agrees that the Security Deposit shall not be used as the last month's rent. If Lessee fails at any time to perform its obligations, Sublessor may at its option apply said Security Deposit, or so much thereof as is required, to cure Lessee's default and Lessee shall immediately remit to Sublessor such amount as is necessary to restore the Security Deposit to its full amount as provided above. Unless Sublessor uses the same to cure a default of Lessee or to restore the Premises to the condition that Lessee is required to leave it at the conclusion of the term, Sublessor shall, within sixty (60) days of the termination or expiration of the Lease or as otherwise, refund so much of the deposit as remains.

5. **Mortgages**. The Lessee agrees to subordinate this Lease to the lien of any mortgage, security agreement and/or assignment of rents, or any such other instrument, granted to any party by Sublessor or Owner and secured by the Property.

If Sublessor requests Lessee to make payments under any such mortgage, security agreement, and/or assignment of rents, or any such other instrument, directly to the holder of any such instrument, Lessee covenants and agrees to timely pay the same pursuant to the terms and conditions thereof. The parties agree that all amounts so paid shall be deducted from the monthly rent due. No action taken to enforce said mortgage, security agreement and/or assignment of rents, or such other instrument, by result of a default thereunder shall terminate this Lease or constitute a breach of any terms hereof as long as Lessee is not in default hereunder and Lessee will attorn to any purchaser or assignee in any foreclosure sale.

6. **Payment of Utilities**. Lessee shall contract for and pay for all necessary utilities for service to the Property during the term of this Lease, including without limitation, electric, gas, water, steam and sewer payments, except to the extent any of the same may be provided by Owner under the main Lease..

7. **Use of Property**. Lessee shall use the Property solely for the operation of a community school and related activities. Lessee accepts the Property "as is", and covenants and agrees to use and keep the Property in good, clean and sanitary condition; to keep the sidewalks and steps abutting the Property free of ice, snow and rubbish; to comply with all applicable statutes, ordinances, rules and regulations of all governmental agencies with jurisdiction over the Property; and to promptly cooperate with Sublessor to cause compliance with all orders of such governmental agencies to the Sublessor concerning the Property. Further, Lessee covenants and agrees to commit

and permit no waste on or of the Property.

8 **Alterations to Property**. Lessee shall not make alterations to the Property without the prior written consent of Sublessor, which consent shall not be unreasonably withheld. Sublessor's denial of consent to an alteration shall be reasonable if based upon Owner's denial of consent under the Main Lease.

9. **Inspection of Property**. Lessee agrees to permit Sublessor or its agent to inspect the Property at any reasonable time and to enter thereon for the purpose of inspecting same. Lessee agrees to permit Owner or its agent to inspect the Property as and when permitted in the main Lease.

10. **Signs**. Lessee shall have the right to erect and place signs, in, upon and about the Property in compliance with the Main Lease and all applicable laws and regulations. Lessee at the end of the term of this Lease, at Owner or Sublessor's request, shall remove all signs from the Property and repair any resulting damage or defacement to the Property.

11. **Liability Insurance**. Lessee agrees to save, protect and defend Sublessor and to hold Sublessor harmless from all loss, cost and expense resulting from injury to or death of persons, or damage or loss of property occurring in, or about the Property, unless caused by or due to the negligence of Sublessor or its agents. If such coverage is not required by the Main Lease, Lessee agrees to provide for and cover such liabilities with appropriate insurance, from a first-class company, in a single limit policy amount of at least One Million Dollars ($1,000,000.00) coverage per occurrence, and One Hundred Thousand Dollars ($100,000.00) for property damage, and to furnish Sublessor a certificate giving evidence of such liability coverage and naming Sublessor as the insured, with Lessee and Owner as additional insureds as their interests appear. Sublessor and Lessee do hereby release and discharge the other from any liability for loss or damage to property caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation whereby insurer waives its right of subrogation against the other) is required to be carried by the injured party under the terms of this Lease. Each party shall give notice of this provision of this Lease to its insurer(s).

12. **Additional Insured**. Lessee, at Sublessor's request, will cause any mortgagee of the Property to be added as additional insureds as their interests may appear on any and all insurance policies required to be purchased and maintained by Lessee hereunder.

13. **Government Regulations**. Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and all of their departments and bureaus pertaining to the Lessee's use and occupancy of the Property during said term at the Lessee's sole cost and expense.

14. **Right to Possession**. Sublessor covenants and warrants that at all times during the term hereof, so long as Lessee is not in default hereunder, whether for rental payments or any other of its obligations, Lessee shall have the right of possession of the Property under the terms of the Lease without hindrance from Sublessor or any person(s) or party(ies) lawfully claiming through or under Sublessor.

15. **Fire Insurance Proceeds**. If the building and improvements are damaged to an extend allowing Sublessor to terminate the Main Lease, Sublessor shall consult with Lessee in determining whether to so terminate the Main Lease or continue the Main Lease as provided therein. This Lease shall terminate immediately upon any such termination of the Main Lease.

16. **Lease Expiration, Termination and Default.**

(a) Upon the expiration of the Lease, or its termination by reason of other provisions herein, Lessee covenants and agrees to vacate, deliver up and surrender possession of the Property to Sublessor. Upon expiration of this Lease, or termination by any reasons of any provision herein, Lessee forfeits all right, title and interest in and to the subject Property.

(b) If any of the terms, provisions or conditions of this Lease are breached in any respect or defaulted under by Lessee, Sublessor or its representatives may terminate the Lease upon ten (10) days written notice to Lessee and re-enter the Property by force or summary proceedings and remove all persons, property and effects therefrom without being liable therefore; may rent Property on behalf of Lessee, in any manner and upon any terms, without releasing Lessee from liability herein, applying any monies collected first to Sublessor's cost and expenses in all such undertakings, then upon Lessee's liabilities hereunder; and Sublessor may use all other remedies available to it, in law or in equity, including the appointment of a receiver. If the Lessee is in default and Sublessor deems the Lease to be terminated, Lessee forfeits all right, title and interest in and to the Property.

(c) At the expiration of the term, holding over by the Lessee, with or without Sublessor's consent, shall constitute a holdover and shall not constitute a renewal, and shall be a month to month tenancy, with the rent being equal to one-twelfth (1/12) of the annual rental amount of this Lease and the same shall be payable in advance each such month, along with all other expenses due under the terms and conditions of this Lease. However, this provision shall not be construed to give the Lessee any right to holdover, and it is expressly understood and agreed that the Lessee has no right to holdover.

17. **Non-Payment of Money**. No default or breach of the Lease by Lessee involving payment of money, either to the Sublessor, Owner or to any other party to whom a payment is due under the terms and conditions hereof, shall be deemed to have occurred unless Sublessor shall have notified Lessee in writing of such breach and Lessee shall have failed to pay such sum(s) within ten (10) days from the date of such notice; provided, however, that this "notice" period shall not apply to the extent Lessee is to make payments to Owner or to any deed of trust, mortgage note, mortgage, promissory note or security agreement payments to be made by Lessee to the holder(s) of any such instruments, as referenced in Section 5 hereof, all of which shall be promptly paid by Lessee in accordance with their terms. If such breach be other than for payment of money, it shall be deemed to have occurred only after like notice and Lessee's failure to cure the same or to have commenced and maintained effective action to cure the same within thirty (30) days from the date of such notice. Lessee's failure to diligently maintain and continue such effective action after once being so notified, shall constitute a breach not requiring further notice or time.

In the event of:

(a) a default for non-payment as provided;

(b) any failure to promptly pay any amounts pursuant to any deed of trust, mortgage note, mortgage, promissory note or security agreement as set forth in Section 5 hereof;

(c) a breach for other than payment of money as provided; or,

(d) failure to diligently maintain and continue action to remedy a breach for other than money,

Sublessor may terminate this Lease and re-enter and take possession as provided in Section 16(a) above, and may use all other remedies available to it in law or in equity.

**18.** **Non-Waiver**. Any failure of Sublessor to insist upon strict performance of any part or provision of the Lease shall not be deemed a waiver, and shall not waive or diminish Sublessor's right thereafter to demand strict compliance therewith or any other provision and shall not prejudice or affect Sublessor's rights in event of a subsequent default. Sublessor's rights and remedies under this Lease are cumulative.

**19.** **Right to Sublease**. Lessee shall not have the right to sublease the Property without the prior written consent of the Sublessor. Such consent may be withheld in Sublessor's sole discretion.

**20.** **Appropriation**. In the event that the property is appropriated by the city, county, state or Federal Government, or any other appropriating agency, or a private entity pursuant to any enabling legislation or statute, Sublessor shall be entitled to the entire payment without any deductions.

**21.** **Assignment**. Lessee shall have no right to pledge, assign, transfer or otherwise negotiate its interest in this Lease, in whole or in part.

**22.** **Indemnification by Lessee**. Lessee shall indemnify and save Sublessor harmless from any and all injury to or loss of the Property from whatever cause, and from liability arising out of the use, maintenance and/or delivery thereof, but shall be credited with any amounts received by Sublessor from insurance procured by Lessee. In addition, Lessee shall indemnify Sublessor for any loss, cost or liability arising from Lessee's failure to comply with any provisions of the Main Lease.

**23.** **Lien Free Use of Property**. Sublessor's rights under the Main Lease and its corresponding leasehold interest in the Property shall remain the property of Sublessor and title thereto shall remain in Sublessor exclusively. Lessee shall keep such leasehold interest and the Property free from any and all liens and claims, and shall not do or permit any act whereby such title or right may be encumbered or impaired without the consent of Sublessor, which consent may

be withheld for any reason or no reason. Lessee shall give Sublessor immediate notice of any attachment or other judicial process affecting such leasehold or the Property, and indemnify and save Sublessor harmless from any loss or damage caused thereby. Upon the expiration or termination hereof, the Property shall be returned to Sublessor by Lessee at Lessee's sole expense and in the same condition as when received by Lessee, reasonable wear and tear resulting from proper use thereof alone excepted.

24. **Insolvency of Lessee.** In the event of Lessee's default hereunder or becoming insolvent, or if Lessee ceases doing business as a going concern, or if a petition is filed by or against Lessee under any bankruptcy act or any act or law of similar import thereto, or if Lessee, without Sublessor's prior written consent, attempts to remove, sell, transfer, encumber or sublet the Property, or if Sublessor reasonably and in good faith deems itself insecure, Sublessor and/or its agents may without notice or liability or legal process enter into the Property and take control of same and in order to accomplish same, may use all force necessary or permitted by applicable law. Lessee hereby expressly waives all further rights to possession of the Property and all claims for injury suffered through or loss caused by such repossession. Should any legal proceeding be instituted by Sublessor to recover any monies due and/or to become due hereunder and/or for possession of the Property, Lessee shall pay a reasonable sum as attorney's fees, in addition to all amounts due and the expenses of retaking and such legal proceedings.

25. **Notice.** Any bill, statement or notice permitted or required under the Lease to any party named herein, shall be in writing and sent by U.S. Certified Mail, postage prepaid to either party, at its respective address above or at such other address as such party shall from time to time designate in writing.

26. **Binding Agreement.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, limited, however, by any provisions herein expressed to the contrary.

27. **Termination.** In the event that either (i) the community school contract for any community school occupying any part of the Property expires, is terminated or is not renewed, or (ii) any management agreement between Lessee and any community school occupying any part of the Property expires, is terminated, or is not renewed, Lessee may, in its sole discretion, elect to terminate this Lease. Lessee shall give Sublessor 45 days notice of its intent to terminate pursuant to this Section 27.

28. **Miscellaneous.**

(a) Section headings are inserted for convenient reference only and shall not affect the construction of this Lease.

(b) Any language, clause or provision hereof found to be invalid or unenforceable under the law of the State of Ohio shall be deemed to be deleted only with respect to such offending language, clause or provision.

(c) The laws of the jurisdiction in which the Property is located shall control the

construction and enforcement of this Lease.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the date first above written.

Lessee:
**BHA CANTON, LLC**

By: _____
Thomas M. Barrett, President

Sublessor:
**TERAGRAM REALTY, LLC**

By: _____
Joseph R. Weber, Vice President

**Attachment 3**

Governing Authority Documents

1. Roster of members with contact information
   (include work, home phone numbers, and email addresses)
2. Copy of BCI & FBI check results for each board member
3. Resume for each board member
4. Board meeting schedule
5. Description of Board member selection and removal process

# BOARD OF DIRECTORS

## Garfield Academy


Jack Calhoun
President
2029 38th Street NE
Canton, OH 44705
330-454-6722 (home)
330-495-4452 (cell)
jjc76@sbcglobal.net

Anthony Lombardi, Jr.
Treasurer
158 Victoria NW
Canton, OH 44708
330-477-5316 (home)
atdlomb@aol.com

Brother Dave Lombardi
Vice President
Trinity Gospel Temple
1612 Tuscarawas St. West
Canton, OH 44708
330-453-0650 x104 (work)
330-353-2422 (cell)
330-453-5358 and 216-321-7334 (fax)
dlml81157@aol.com

Dana Gammill
4111 38th Street NW
Canton, OH 44718
330-493-4111
mdgammill0121@yahoo.com

George Smith
5331 Dunfred Circle SE
Canton, OH 44707
330-484-1499
gssmittyg2@aol.com

Amy Goodson-Beal
Board Counsel
504 North Munroe Rd.
Tallmadge, OH 44278
330-818-0131 (home and fax)
330-962-6776 (cell)
amygoodsonlaw@gmail.com

Board member BCI and FBI check results are reviewed and kept on file in the Sponsor's official copy of the sponsorship contract.

2029 - 38th Street N.E.
Canton, OH 44705

Phone HM (330)454-6722 unlisted
WK (330) 451-7424
Fax (330) 451-7050
E-mail JCalhoun@NEO.RR.Com

# Jack J. Calhoun

**Objective**

To use my life experiences to help me serve as a volunteer on the M.R.D.D. Board and as a worker with children and adults who have special needs.

**Experience**

1969 – 1973 Canton City Police Department Canton, OH

1973 – 1975 State of Ohio

EEO Compliance Officer

1975 – 1979 Canton City Police Department Canton, OH

Special Police Officer

1979 – Present Stark County Sheriff's Office Canton, OH

1979 - 1981 Deputy Sheriff

1981 - 1985 Sargent of Road Patrol

1985 - 1990 Lieutenant Jail Division

1990 - 1997 Captain Jail Administration

1995 Assigned to Staff Services

1997- Present Reassigned as commander of court security

2000 Promoted to Major

**Education**

1956 Graduate Canton McKinley High School

1956-1958 Central State University

Correctional Management and Suicide Prevention Training at The National Institute of Corrections, Boulder, Colorado

**Accreditations and licenses**

Certified OPOTA Instructor in Corrections

Notary Public

**Professional Membership**

Police Association (NBPA)

FOP Member, Mckinley Lodge

National Sheriff' Association

Buckeye Sheriff Association

National Organization of Black Law Enforcement Officers

Canton Urban League

NAACP

**Community & Professional Activities**

Jail Consultant for the Technical Assistance Network of Ohio from 1987 to 1995

Served on Central Mental Health Board for 2 years

Served as President for 5 years on Ebony Police Association of National Black Officers

Served on Mayor's Literacy Committee for 5 years

**Interests & Activities**

Elected to Stark County Amateur Baseball Hall of Fame in 1989

1st Manager of Holly Hills Challenger Team in 1991 for children with disabilities

**Personal Information**

Born September 5, 1938

Married to Connie

Father of four children

Rayetta who is an Ohio State Patrol Trooper

Jack J. Calhoun III, Lisa and Leslie

Served 3 years in the U.S. Army, Rank SP4

Garfield Academy

Canton Board Member

**RESUME**

RE: LSC Canton /CANTON OHIO

**ANTHONY LOMBARDI**
**158 VICTORIA AVE. N.W.**
**CANTON, OHIO**
**DRIVER LICENSE # RG927596**

**GRADUATE OF TIMKEN HIGH SCHOOL 1952**

**U.S. POSTAL SERVICE 31 YEARS**

**OWNER OF DEPRESSION DAYS ANTIQUES SINCE 1988**

**HEAD USHER – TRINTY GOSPEL TEMPLE SINCE 1964**

**PRINT SHOP OPERATOR – TRINITY GOSPEL TEMPLE SINCE 1967**

**MARRIED – TWO CHILDREN/ THREE GANDCHILDREN.**

Garfield Academy



Canton Board Member

**From:** <DLML81157@aol:com>
**To:** <yvonne.adkins@whitehatmgmt.com>
**Date:** 5/10/02 7:05PM
**Subject:** Re: One more thing

Yvonne, My resume includes my service as Senior Pastor of Trinity Gospel Temple for 38 years. Bth from Southwestern College, Mth from Life Bible College, Doctor of Divinity, International Seminary and Doctor of Human Letters, Logos Institute. I am President of The Trinity Evangelistic Association.
I hope this is sufficient. Let me Know if you need more.
Thanks, Bro. Dave

Brother Dave Lombardi

LIFE SKILLS CENTER

# Board of Directors Garfield Academy

HOPE ACADEMIES
*There is HOPE for every child*

## Board Member Information Form

**Please return completed form to WHM.**

Full Name: Gammill (Last) Dana (First) M (M.I.)

Home: 1277 Danbury Rd. NW (Street Address) Apartment/Unit #
North Canton (City) Ohio (State) 44720 (ZIP Code)

Business: 4111 38th St. NW (Street Address) Suite #
Canton (City) Ohio (State) 44718 (ZIP Code)

Business Name: Cathedral of Life & The Inn at Belden Village

Position and Title: Senior Pastor & President

Home Phone: (330) 497-7424 Business Phone: (330) 493-4111

Cell Phone: (330) 806-6109 E-mail Address: mdgammill@cathedraloflife.org

Education: Glenoak High School, Oral Roberts University, Logos Graduate School

Employment Experience (for past 10 years): Cathedral of Life Ministries, Inc.; Cathedral Assisted Living, LLC; Health Care Facilities Consultant; Eggspectations Restaurants Board Member

Elected Public Offices:

Government Experience:

Honors and Awards: Heritage Registry of Who's Who in America

Professional Licenses: Professional Life Coach; Premarital & marital counseling specialist; Ordained Minister

Special skills you bring to the Board: I have served on many community boards and projects for community development. I presently manage over $20 million of properties and assets with over 120 employees and over 300 volunteers. I host daily radio and television shows and write a weekly commentary in the Repository. Member of the IMA, CMA, and ACT. CPR & First Aid

Garfield Academy

George Smith
5331 Dunfred Cir. SE
Canton, Ohio 44707
Phone 330-484-1499

Objective

Approved by the school's sponsors as a board member of The Life Skills Center and ~~Hope Academy of~~ Canton Ohio.

Summary of Qualifications

Over 38 yrs. of hands on experience in Manufacturing at Diebold Inc. Canton, Ohio

Quality Manager

Established working relationship with internal and external supplies to install ISO 9000 applications to improve product quality and reduce cost.

Conduct quality audits.

General Forman

Responsible for the direction of all safe deposit products.

Manufacture Engineering Lab Tech

Test all new product ideas and set time standards to determine the amount of time required to make the changes.

Provide necessary information to decide whether a change is financially feasible.

Test new tools and tooling devices to determine their value.

Factor Manager - Afternoon Shift

Responsible for the direction of the production requirements.

Quality Facilitator

Provide leadership and direction for quality training for in-house personnel.

Interface with OEM supplier

Conduct external suppliers process audits

Education

Central State University 2 yrs. - Walsh University 2 yrs.
Indiana Northern University - Master of Professional Management.

Skills

In addition to my varied work experience and educational training, I have demonstrated community service and leadership capabilities, most significant of which I serve as a Deacon of Mt. Calvary Church. I've also served as a member and director of Stark Mental Health Board.

# Garfield Academy

# Boards of Directors Meeting Calendar 2011-2012

May 5, 2011
June 2, 2011
August 4, 2011
October 6, 2011
December 1, 2011
February 2, 2012
April, 5, 2012
June 7, 2012

Meetings held at 11:00 a.m.
at Garfield Academy

RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

2029 38TH ST NE
CANTON, OH 44705

**NO BCI&I RECORD ON FILE**
**AUTHENTICATION NO. CS00901106MB2218**

The Ohio Bureau of Criminal Identification and Investigation (BCI&I) has completed a criminal history record check on the applicant listed below. Based upon information furnished by your agency, BCI&I has **NO CRIMINAL HISTORY RECORD** on file for:

| | |
|---|---|
| **Name:** | **CALHOUN, JACK JOHNSON** |
| **SSN:** | **XXX-XX-5647** |
| **BCI Completion Date:** | **June 22, 2010** |
| **Reason Fingerprinted:** | **Responsible for care, custody, control of children** |
| **Agency ID:** | **BWX620** |

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
London, OH 43140
Telephone: (740) 845-2000
Facsimile: (740) 845-2020

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www.ag.state.oh.us

**ATTACHMENT 3**
**PAGE 10**

# RICHARD CORDRAY
OHIO ATTORNEY GENERAL

July 14, 2010

WHLS OF OHIO, LLC
ASHLEY LIGHT
159 S. MAIN STREET SUITE 600
AKRON OH 44308

**MAY NOT MEET EMPLOYMENT CONDITIONS**
**AUTHENTICATION NO. CS00901106MB2218**
**ICN. E2010173000000085304**

The Federal Bureau of Investigation (FBI) has completed a criminal history record check on the applicant listed below. Based upon the information furnished by your agency, the FBI background check results indicate that the applicant **MAY NOT MEET** qualifications for licensing or employment.

| | |
|---|---|
| **Applicant Name:** | **CALHOUN, JACK JOHNSON** |
| **Date of Birth:** | **September 05, 1938** |
| **SSN:** | **XXX-XX-5647** |
| **FBI Completion Date:** | **June 22, 2010** |
| **Reason Fingerprinted:** | **3319 39** |

Pursuant to federal law, this information cannot be released directly to your agency. The applicant can request this information by completing the FBI Request for Rapsheet form. You can obtain this form from our website at www.ohioattorneygeneral.gov under Forms and Investigation and Identification, or by calling our toll free number 877-224-0043. Once completed the form can be faxed to 740-845-2633 Attn: FBI Records Release Desk, or mailed to:

BCI & I
ATN: FBI Records Release Desk
1560 State Route 56 S.W.
London, Ohio 43140

The FBI background check results will be mailed to the applicant.

Peter C. Tobin, Superintendent
Ohio Bureau of Criminal
Identification and Investigation

BWX620

Ohio Bureau of Criminal Identification and Investigation
P.O. Box 365
London, OH 43140
Telephone: (740) 845-2000
Facsimile: (740) 845-2020

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An ASCLD/LAB® Accredited Laboratory (since 2003)

RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

158 VICTORIA AVE NW
CANTON, OH 44708

**NO BCI&I RECORD ON FILE**
**AUTHENTICATION NO. CS00901106MB2450**

The Ohio Bureau of Criminal Identification and Investigation (BCI&I) has completed a criminal history record check on the applicant listed below. Based upon information furnished by your agency, BCI&I has **NO CRIMINAL HISTORY RECORD** on file for:

| | |
|---|---|
| **Name:** | **LOMBARDI, ANTHONY** |
| **SSN:** | **XXX-XX-7304** |
| **BCI Completion Date:** | **June 22, 2010** |
| **Reason Fingerprinted:** | **Responsible for care, custody, control of children** |
| **Agency ID:** | **BWX620** |

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
London, OH 43140
Telephone: (740) 845-2000
Facsimile: (740) 845-2020

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RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

158 VICTORIA AVE NW
CANTON, OH 44708

**NO FBI RECORD ON FILE**
**AUTHENTICATION NO. CS00901106MB2450**
**ICN: E201017300000085791**

The Federal Bureau of Investigation (FBI) has completed a criminal history record check on the applicant listed below. Based upon the information furnished by your agency, the FBI has **NO CRIMINAL HISTORY RECORD** on file for:

| | |
|---|---|
| **Name:** | **LOMBARDI, ANTHONY** |
| **SSN:** | **XXX-XX-7304** |
| **FBI Completion Date:** | **June 22, 2010** |
| **Reason Fingerprinted:** | **3319.39** |
| **Agency ID:** | **BWX620** |

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
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RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

354 VALLEYVIEW AVE NW
CANTON, OH 44708

**NO BCI&I RECORD ON FILE**
**AUTHENTICATION NO. CS00901106MB1556**

The Ohio Bureau of Criminal Identification and Investigation (BCI&I) has completed a criminal history record check on the applicant listed below. Based upon information furnished by your agency, BCI&I has **NO CRIMINAL HISTORY RECORD** on file for:

| | |
|---|---|
| **Name:** | **LOMBARDI, DAVID** |
| **SSN:** | **XXX-XX-9226** |
| **BCI Completion Date:** | **June 22, 2010** |
| **Reason Fingerprinted:** | **Responsible for care, custody, control of children** |
| **Agency ID:** | **BWX620** |

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
London, OH 43140
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Facsimile: (740) 845-2020

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RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

354 VALLEYVIEW AVE NW
CANTON, OH 44708

**NO FBI RECORD ON FILE**
**AUTHENTICATION NO. CS00901106MB1556**
**ICN: E2010173000000084033**

The Federal Bureau of Investigation (FBI) has completed a criminal history record check on the applicant listed below. Based upon the information furnished by your agency, the FBI has **NO CRIMINAL HISTORY RECORD** on file for:

| | |
|---|---|
| **Name:** | **LOMBARDI, DAVID** |
| **SSN:** | **XXX-XX-9226** |
| **FBI Completion Date:** | **June 22, 2010** |
| **Reason Fingerprinted:** | **3319.39** |
| **Agency ID:** | **BWX620** |

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
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RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

1277 DANBURY AVE NW
N CANTON, OH 44720

**NO BCI&I RECORD ON FILE**
**AUTHENTICATION NO. CS00901106MB1839**

The Ohio Bureau of Criminal Identification and Investigation (BCI&I) has completed a criminal history record check on the applicant listed below. Based upon information furnished by your agency, BCI&I has **NO CRIMINAL HISTORY RECORD** on file for:

| | |
|---|---|
| **Name:** | **GAMMILL, MARSHAL D** |
| **SSN:** | **XXX-XX-0251** |
| **BCI Completion Date:** | **June 22, 2010** |
| **Reason Fingerprinted:** | **Responsible for care, custody, control of children** |
| **Agency ID:** | **BWX620** |

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
London, OH 43140
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RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

1277 DANBURY AVE NW
N CANTON, OH 44720

**NO FBI RECORD ON FILE**
**AUTHENTICATION NO. CS00901106MB1839**
**ICN: E2010173000000084852**

The Federal Bureau of Investigation (FBI) has completed a criminal history record check on the applicant listed below. Based upon the information furnished by your agency, the FBI has **NO CRIMINAL HISTORY RECORD** on file for:

| | |
|---|---|
| **Name:** | **GAMMILL, MARSHAL D** |
| **SSN:** | **XXX-XX-0251** |
| **FBI Completion Date:** | **June 22, 2010** |
| **Reason Fingerprinted:** | **3319.39** |
| **Agency ID:** | **BWX620** |

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
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RICHARD CORDRAY
ATTORNEY GENERAL

August 02, 2010

5331 DUNFRED CR
CANTON, OH 44707

**NO BCI&I RECORD ON FILE**
**AUTHENTICATION NO. CS00901106MB1035**

The Ohio Bureau of Criminal Identification and Investigation (BCI&I) has completed a criminal history record check on the applicant listed below. Based upon information furnished by your agency, BCI&I has **NO CRIMINAL HISTORY RECORD** on file for:

| | |
|---|---|
| **Name:** | **SMITH, GEORGE** |
| **SSN:** | **XXX-XX-7365** |
| **BCI Completion Date:** | **June 22, 2010** |
| **Reason Fingerprinted:** | **Responsible for care, custody, control of children** |
| **Agency ID:** | **BWX620** |

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
London, OH 43140
Telephone: (740) 845-2000
Facsimile: (740) 845-2020

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RICHARD CORDRAY
OHIO ATTORNEY GENERAL

August 02, 2010

5331 DUNFRED CR
CANTON, OH 44707

**NO FBI RECORD ON FILE**
**AUTHENTICATION NO. CS00901106MB1035**
**ICN: E2010173000000083638**

The Federal Bureau of Investigation (FBI) has completed a criminal history record check on the applicant listed below. Based upon the information furnished by your agency, the FBI has **NO CRIMINAL HISTORY RECORD** on file for:

| | |
|---|---|
| **Name:** | **SMITH, GEORGE** |
| **SSN:** | **XXX-XX-7365** |
| **FBI Completion Date:** | **June 22, 2010** |
| **Reason Fingerprinted:** | **3319.39** |
| **Agency ID:** | **BWX620** |

This "No Record" verification is valid for one year from the record check completion date. This letter may be photocopied by the prospective employer and retained by the applicant.

Peter C. Tobin
Superintendent, Ohio Bureau of Criminal
Identification & Investigation

Ohio Bureau of Criminal Identification and Investigation
P.O.Box 365
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**ATTACHMENT 3**
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**Attachment 4**

Education Plan

1. Mission
2. Educational Philosophy
3. Curriculum – Aligned with Ohio Academic Content Standards
4. Instructional Design
    a. Methods
    b. Materials
5. Technology
6. Exit Goals
7. High quality Teachers
8. Special Needs Services, Support, and Service Delivery Plan
9. Staffing Plan
10. Daily Schedule/Bell Schedule
11. Annual School Calendar

# Mission, Vision and Educational Philosophy

**Mission Statement**
Garfield Academy's mission is to provide a 21st Century learning environment to enable students to reach academic goals and become responsible 21st Century Citizens. We believe that scholarship, leadership and service are the cornerstones of our future 21st Century citizens.

**Vision**
The School Students are empowered Learners who are:

- Collaborative
- Information, media, and technology savvy
- Excellent communicators
- Creative and critical thinkers
- Locally and globally aware

**Educational Philosophy**
Garfield Academy will serve students in grades K to 8. The School will offer a tuition free, meaningful, alternative learning option for students and parents who are frustrated with traditional public schools and the expense of private schools.

The School's academic program will engage our students in a learning process that is individualized, standards-based, but more importantly incorporates the requirements of a 21st Century citizen. Our students will have a broad experience of activities that engage them in media-rich content, project-based learning, interest and talent driven opportunities with a healthy mind and body emphasis. Students will learn from their teachers, peers, and community partners. Above all, this broad-based approach to learning will be an exciting and valuable experience creating lifelong 21st Century learners as well as competent 21st Century citizens.

Students will learn and grow with the guidance of Highly Qualified Teachers, Instructional Aides, Title One Teachers, Intervention Specialists and a Family Advocate. The School will provide a safe and nurturing environment, placing a premium on self-discipline and responsibility.

This dedicated staffed will work in small groups and one-on-one with students, addressing not only their learning issues but their life situations that have prevented success in traditional schools.

Below are core, compelling beliefs that provide the basis for the philosophical foundation of the School's program:

- Everyone deserves a chance at receiving an appropriate individualized education and being successful in life;
- Everyone deserves a chance to become all he/she can be;
- No single educational approach or philosophy is right for everyone;
- Everyone learns at different rates, and students should have educational choices that provide for their individual needs and learning pace;
- Schools need to teach students the 21st Century skills.

**Goals**

The School sets realistic high-level goals that can be reported against annual statistics in alignment with the school's mission statement.

The Community School K-8 adheres to the measures of academic performance and accountability provisions for community schools offering any of grade levels four to eight as specified in the Ohio Revised Code, as indicated on the annual Local Report Card.

- As such, following its first two years of operation, The Community School K-8 will have a Local Report Card designation above Academic Emergency for two of the three most recent school years.
- For two out of the three most recent school years following the first two years of operation, the school will show at least two standard years of academic growth in either reading or mathematics as determined by the Department of Education.
- Student achievement will be measured by annual Scantron gains (grades 2-8) and OAA assessments (grades 3-8).

All students have different needs, learn at various rates and have different learning styles. No one educational program is appropriate for all students. As a result of this diversity, White Hat Management, LLC has risen to provide an alternative.

White Hat operates 12 schools (HOPE Academies, Riverside Academy, Southside Academy, and The School Charter School of Canton) to serve students in grades K-8. These schools provide parents with an appropriate, individualized, tuition-free educational choice for their children. The Academies provide the latest in educational resources and highly qualified educators in a safe, secure, clean and caring environment.

**Educational Model**

The School's Education Model is built on the concept of empowering students with 21st Century skills.

Our curriculum is aligned to Ohio's Academic Content Standards. The state academic content standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's academic standards and gain critical 21st Century skills.

Twenty-first Century students need to be adaptive critical thinkers. Students work to become collaborators and team players with good communication skills. Our model focuses on the students' learning styles and levels of ability by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized, standards-based instruction that incorporates all of the requirements for the 21st Century citizen. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. They are being trained to be media-savvy and career-oriented.

Students need to understand and learn how to take advantage of the various forms of technology available to today's work force. Traditionally, teachers delivered content solely through lecture method wherein students then reflected the information back to the teacher. Our teachers employ project-based interactive teaching methods supplemented with traditional methods where appropriate. Thru this interactive method students take ownership of their learning as teachers act as facilitators of ideas and concepts. Students are free to explore their interests within a given educational objective. The instructor can truly use all of the tools available to engage the learner and differentiate instruction. The true focus of our educational model is on the students and how various learning modalities affect their education.

Students are further engaged through Project-Based Learning. Students are presented with real world problems and issues and called upon to use all of their existing skills and knowledge to find possible solutions to the problems or a variety of resolutions to an issue. Students are free to explore and discover situations and solutions using any tool that is available to them and will rely on textbooks, computers, various forms of media, and each other to acquire the critical thinking skills that they will need in the future. The classroom is no longer a structured setting where students will be sitting and listening to instruction. Children are free to move around

as their projects dictate and movement is a key component as the students participate in various forms of hands on learning. For example students are exposed to math manipulatives to allow them to see problems in a new way. Classrooms are set up in centers where students can work either by themselves or in cooperative groups. Students' mastery of a subject is accentuated as they teach each other. Groups of students can work on different aspects of a problem and then work to explain to each other how the solutions were derived. Peers mentor and share ideas and problem solving techniques.

The schools are truly striving to prepare the leaders of the 21st Century.

## School Curriculum

Consistent with the School's mission, vision, and educational philosophy, the The School program will implement curricula, aligned with Ohio's State Standards. This state-aligned, empirically-proven curriculum, coupled with a Highly Qualified Staff and a project based learning model, will empower students to take charge of their own education.

Textbooks/ Resources/Materials

| Content Area | Materials | Grade Level |
|---|---|---|
| Math | Real Math | Grades K-5 |
| Math | Middle School Math-Holt | Grades 6-8 |
| Science | Science – A Closer Look MacMillan/McGraw-Hill | Grades K-5 |
| Science | Science Explorer- Prentice Hall | Grades 6-8 |
| Reading | DI Reading Mastery Plus | Grades 3-5 |
| Reading | SRA Decoding/Corrective Program | Grades 1-5 |
| Reading | DI Signature Series | Grades K-2 |
| Reading/LA | SRA Reading Lesson Connections | Grades K-5 |
| English/LA | Glencoe Series | Grades 6-8 |
| Social Studies | Houghton Mifflin | Grades K-6 |
| Social Studies | McDougal Littel | Grades 7-8 |
| Electronic Software | Headsprout | Grades K-4 |
| Electronic Software | Accelerated Reader | Grades K-8 |
| Electronic Software | Study Island | Grades 2-8 |

### *Real Math*
### Math Textbook Series
### Grades K-5

***SRA Real Math*** is a research- and standards-based elementary mathematics text book series which aligns research, standards, and testing to develop student proficiency published in 2007 by SRA/McGraw-Hill. The program incorporates print materials, technology, and manipulatives to reach all learners. ***Real Math*** was developed to build foundational concepts and key math understanding in line with the National Council of Teachers of Mathematics Focal Points, aligns with *all* of Ohio's Math Content Standards and supports our established curriculum.

Foundational to mathematics achievement is fluency in basic skills. ***Real Math*** teaches basic math skills from the very beginning in a logical, explicit, and systematic way so that students thoroughly understand them and can use them fluently. This approach helps to fully prepare students for work with fractions, decimals, percents, and higher level algebraic and geometric concepts. ***Real Math*** has a systematic and comprehensive approach to basic skills instruction.

***Real Math*** provides true-to-life applications, standards-based curriculum, and an extensive teacher resource to help open the students' eyes to all math has to offer. With ***Real Math,*** students will learn essential math skills while understanding the important role of math in their daily lives.

Concepts and skills are taught for depth of understanding, with relationships among concepts continually spiraled and reviewed in different contexts to reinforce those relationships. Concepts and skills are never taught in isolation.

*Mental Math* starts every lesson with a spiral review of facts and concepts for skill maintenance. Mental math also encourages the development of estimation skills.

*Cumulative Review* in the middle and end of each chapter keeps students sharp.

*Chapter Tests* include content from previous chapters to make sure students are retaining what they've learned.

***Real Math***'s explicit, and systematic introduction of basic arithmetic facts and algorithms, based on comprehensive analysis of mathematical learning trajectories, ensures that students learn the concepts with understanding. Students build on what they already know and learn basic skills with understanding so they can use them fluently to solve real problems.

The ***Real Math*** text book series integrates the use of games, including cube games, board games, and electronic games into instruction for application and practice of basic skills. Many games also develop reasoning skills

The development of problem solving competence in ***Real Math*** is unique. In addition to the integration of problem solving in every lesson, there are three specific lessons in every chapter devoted to problem solving. These lessons introduce, compare, and have students use problem solving strategies as they apply the math skills they are learning in interesting real-world applications. Thinking Stories, narratives interspersed with critical-thinking questions, provide another opportunity to see how mathematics is used in the real world.

***Real Math*** continually ties the strands of math together. When students are introduced to measurement, they reinforce counting concepts. When students are introduced to pennies and nickels they reinforce addition and subtraction facts and skip counting. When students are introduced to time and money, they reinforce fractions.

## *Holt Math*
## Math Textbook Series
## Grades 6-8

Holt Mathematics Middle School Math series by Holt, Rinehart, and Winston is a research based, standards based textbook series. Holt math comes with an electronic work book function where students are provided a username and password to log onto this feature via the internet. Instructors are provided with sample lesson plans which include remedial and enrichment activities for differentiated instruction.

## *A Closer Look*
## Ohio Science Textbook Series
## Grade Levels – K-5

Macmillan /McGraw-Hill's "***A Closer Look***" is a new science series published in 2008. ***A Closer Look*** provides scientifically research-based print and technology materials that instruct, nurture, and challenge students to maximize their potential. ***A Closer Look*** offers students exciting and accessible standard-based lessons that support our established curriculum. These engaging activities promote curiosity and foster the development of science inquiry skills.

***A Closer Look*** provides a rich variety of experiences and age-appropriate materials in a supportive environment so that all children can learn and grow. Diverse instructional tools are utilized throughout the program to provide students with differentiated instruction. Leveled Readers deliver multi-level science content in a trade

book format for students on their own individualized level. Leveled Reader Teacher's Guide's provide additional reading strategies for using the Leveled Readers. Key concept cards allow for small group or one-on-one instruction for essential concepts.

***A Closer Look*** provides a variety of engaging hands-on experiences, around which the lesson concept is developed, that build understanding of science content. Each lesson is supported by a wealth of vibrant visuals that introduce vocabulary and makes science content understandable through words and these visuals.

***A Closer Look*** includes a variety of assessment options and contains tools to assess student understanding. The Chapter review includes Ohio Benchmark practice that aligns with the Ohio Achievement test. The teacher's manual's lists the Ohio Indicators and Benchmark Correlations.

## *Science Explorer*
## Science Textbook Series
## Grade Levels – 6-8

The Science Explorer series from Prentice Hall is the nation's leading middle school science program. The content is combined with a hands-on approach to provide the instructor with more opportunities to differentiate instruction. Science Explorer is divided into sections to allow the instructor to choose which chapters/books better cover the desired standards. Content is supplemented with Discovery Channel videos. The focus is on the areas of inquiry opportunities, visual learning, reading support and educational technology.

## *DI Reading Mastery Plus*
## Reading Program
## Grades 3-5

SRA's ***Reading Mastery Plus*** helps students develop into fluent, independent, and highly skilled readers. ***Reading Mastery Plus*** **is** a comprehensive reading program. New concepts and skills are taught by the teacher in small steps to ensure success the first time, avoiding time-consuming and repetitious re-teaching. Students have ample opportunity to practice all concepts and skills so they achieve mastery and develop efficient strategies for learning. Entry-level assessment and continuous monitoring of progress make it easy to quickly identify students needing specialized instruction.

***Reading Mastery Plus*** gives students the skills and the clear, explicit instruction and guidance they need to master the fundamentals of reading. Oral language, phonemic awareness, and systematic phonics are the starting point. Vocabulary development, fluency, and comprehension are fundamental throughout.

The program is set up so students are active participants. Group responses make learning highly efficient and enable teachers to provide instant feedback that confirms or corrects their responses. Less-structured activities and opportunities for independent work help students develop self-reliance. On-going assessment tools are used by the instructor to ensure that no student "falls though the cracks."

**Features:**

- Materials proven effective through scientifically-based research
- Teacher-delivered lessons that achieve high levels of student success
- Carefully designed examples and practice that build reading competence
- Systematic, explicit instruction to accelerate progress of at-risk learners

## *SRA Corrective Reading*
## Reading Program
## Grades 3-5

***SRA's Corrective Reading*** provides intensive direct instruction-based reading intervention for students in Grades 3-5 who are reading below grade level. This Direct Instruction reading intervention program delivers tightly sequenced, carefully planned lessons that give struggling students the structure and practice necessary to become skilled, fluent readers and better learners.

## *Reading Mastery Signature Edition* 2008
## Reading Program
## Grade K & 2

Direct Instruction is utilized to help students develop into fluent, independent, and highly skilled readers with SRA's ***Reading Mastery Signature Edition***. Used in thousands of schools across the country, ***Reading Mastery*** has been a successful reading intervention program with a wide range of students, including significantly at-risk populations, for more than 35 years. Flexible and comprehensive, the ***Signature Edition*** greatly expands and refines instruction found in previous editions, appropriate for use as a supplemental intervention program or a comprehensive core reading program.

## *Lesson Connections*
## Reading/Language Arts Program
## Grades K-5

***SRA Lesson Connections*** provides extra support and differentiated instruction for the *Reading Mastery Signature Edition* program. At the start of each lesson, teachers provide approximately 20 minutes of strategic, targeted instruction on important literacy skills such as phonemic and phonological awareness, letter recognition and formation, and comprehension strategies. This kind of instruction not only reinforces what is taught in the *Reading Mastery* program, but enhances it through carefully designed activities that promote student engagement and extended learning.

## *Glencoe's Writer's Choice*
## Language Arts Textbook Series
## Grades 6 & 8

***Writer's Choice****: Grammar and Composition* © 2005, an integrated language arts program, keeps pace with the current trends in the teaching of writing and related communication skills. Features in both the student and teacher editions build on a solid foundation of instruction including easy-to-understand explanations, clear-cut definitions, real-world examples, and skill-based assessment. The visuals and graphics throughout the textbook engage students' attention and illustrate key concepts and processes. ***Writer's Choice*** provides students and teachers with the tools for developing skills in writing, reading, researching, speaking, listening, critical thinking, and viewing and representing.

## *Houghton Mifflin*
## *Liberty Edition 2008*
## Social Studies Textbook Series
## Grades K-6

*Houghton Mifflin Social Studies* contains concise core lessons that align to Ohio State Content Standards and maximize teaching time. Extend lessons dig deeper into important core concepts using multiple strategies. Leveled Readers and Independent Books are offered to teach nonfiction reading strategies to students at their own ability level. Teachers are provided with teacher resource kits with unit resources organized in file folders for easy access. *Houghton Mifflin Social Studies* also contains multimedia solutions for planning and delivering content in a variety of formats.

## *McDougal Littel*
## *Edition 2009*
## Social Studies Textbook Series
## Grades 7 & 8

*McDougal Littell's American and World History* materials are comprehensive, easy-to-use, and interactive. This program presents the history of the United States in a way that middle school students understand. A variety of print and technology resources help teachers meet the needs of diverse student populations by addressing different learning styles and levels.

**Motivate Students to Interact and Connect with History**
Research shows that students are much more motivated to study history when they are actively involved in their learning. *McDougal Littell's American and World History* program provides this motivation by asking essential questions and bringing history alive through interactive exercises and hands-on activities. Through these interactive approaches, students will make personal connections to the people, events, and issues that form the rich tapestry of the American story.

**Easy-to-use tools that fit multiple teaching styles**
Whether planning, teaching, or assessing, the appropriate resources are at the teacher's fingertips. Portable, editable, and adaptable, these time-saving resources support different teaching methods and philosophies, allowing teachers to meet all of their students' learning needs.

**Assessment tools that are also teaching tools**
*McDougal Littell's American and World History* assessment tools offer teachers a variety of testing options. Instant feedback on student progress and suggested prescriptive reteaching exercises ensure that assessment not only measures student progress, but also informs instruction.

## *Headsprout*
## Supplemental Electronic Reading Program
## Grades K-4

***Headsprout Early Reading*** is a K- 2 researched based supplemental program that ensures reading success for every child *guaranteed.* The program takes a non-reader up to mid-2nd grade reading skills in less than 30 hours of individualized online instruction. ***Headsprout*** K-2 is designed to teach the foundational skills and strategies that are critical in becoming a skilled fluent reader. This Internet-based program creatively captures the attention of the young reader through engaging, and highly interactive activities. ***Headsprout*** has 80 online lessons that cover the whole program. The lessons are balanced, phonics-based online reading instruction that is

individualized and adaptive to individual students needs. ***Headsprout*** incorporates the five critical components of reading instruction cited by the National Reading panel and Reading First: phonemic awareness, phonics, fluency, vocabulary, and comprehension.

***Headsprout Reading Comprehension*** is designed to help students in grades 3-5 increase their comprehension skills. Increased understanding of what they have read, will aide these students in all subjects. The program consists of 50, 30 minute lessons that help students build comprehension skills. Lessons focus on finding facts, making inferences, identifying main ideas, and using new vocabulary in context. Students are continuously challenged as passages become increasingly complex as the student masters the program.

## *Accelerated Reader*
## Supplemental Electronic Software
## Grades K-8

***Accelerated Reader*** (AR) has been described as the most popular and successful reading product of all time.

- Students Read a Book. Students choose books at their appropriate reading levels and read them at their own pace.
- Students Take a Quiz. Accelerated Reader Enterprise offers more than 125,000 quizzes to help you motivate and monitor students' reading and vocabulary growth.
- Teachers Get Information. Teachers get immediate feedback on the reading and vocabulary progress of each student.

***AR's*** advanced technology helps you:

- Make essential reading practice more effective for every student.
- Personalize reading practice to each student's current level.
- Manage all reading activities including read to, read with, and independent reading.
- Assess students' reading with four types of quizzes: Reading Practice, Vocabulary Practice, Literacy Skills, and Textbook Quizzes.
- Build a lifelong love of reading and learning.

## *Study Island*
## Supplemental Electronic Software
## Grades 2- 8

***Study Island*** is completely Web-based. Students can access ***Study Island*** through the internet and learn at their own pace. There is no software to download or install; all you need is an Internet connection. Since 2000, ***Study Island*** has been building state standards-based learning programs that are the most effective and easiest to use of their kind. Used by millions of students in thousands of schools across the United States, all of the programs are built specifically from state standards and are designed to create a very user-friendly experience for both students and teachers alike.

- Built directly from the Academic Content Standards
- Research-based, easy-to-use, and affordable for all schools and districts
- Web-based – students can log on via the Internet anytime, anywhere, any place
- Traditional assessments or interactive games based on the Academic Content Standards
- State-specific lessons and questions with immediate feedback and automated instruction
- Real-time progress reports to drive differentiation instruction in the classroom
- Dynamic Content Keeps Students Engaged
- Students build confidence in their understanding of the Academic Content Standards

Not only are there several thousand questions in the ***Study Island*** program, but each question constantly changes. The answers to the multiple-choice questions rotate positions, and the numbers in the math questions are chosen randomly, resulting in a deeper understanding of the concepts, as opposed to memorization of the answers. Teachers can customize printable worksheets when a paper/pencil option is more appropriate for the learner.

## Project Timeline and Staffing Plan

The assumptions for drafting The School' pre-opening plan are given below.

| Assumptions | Days |
|---|---|
| Site Search | completed |
| Signage Design | completed |
| Sign permits | 30 |
| Sign manufacturing | 30 |
| Lease negotiations; LOI to lease execution | completed |
| Bldg. layout, design process | 35 |
| Building Permit | 90 |
| Construction period | 75 |
| Days after C of O to open date | 10 |
| School Open Date (projected) | 7/15/2011 |

| Task | Tentative Date | White Hat Resource |
|---|---|---|
| Letter of Intent executed | Currently | Academies Executive Team |
| Begin Layout, Design and Bid documents | Currently | Academies Executive Team |
| Begin sign package design/ sign zoning code review | Completed | Academies Executive Team |
| Lease agreement executed | N/A | Academies Executive Team |
| Secure appropriate building, liability insurance | Current | Finance Dept. |
| Complete signage plans/ submit to LL & Building Dept | 5/4/2011 | Academies Executive Team |
| Distribute floor plan to project mgmt team | 5/1/2011 | Academies Executive Team |
| Submit bldg construction plans to Building Dept/ | 4/15/2011 | Academies Executive Team |
| Obtain exterior sign permit/begin manufacturing | 5/30/2011 | Academies Executive Team |
| Install interior and exterior signage | 7/1/2011 | Academies Executive Team |
| Building permit obtained | 5/2/2011 | Academies Executive Team |
| Construction commencement | 5/4/2011 | Academies Executive Team |
| Order 2 lines for fire system monitoring | 5/4/2011 | IT |
| Plan furniture, equipment for School- place orders | 5/12/2011 | Academies Executive Team |
| Order main phone lines | 5/12/2011 | IT |
| Plan furniture, equipment for School- place orders | 5/12/2011 | Academies Executive Team |
| Ads for remaining staff positions | 6/15/2011 | WHM HR Dept. |
| Enrollment Office identified & secured | 6/15/2011 | Academies Executive Team |
| Administrator & Enrollment Secretary hired | 6/15/2011 | Academies Executive Team |
| Administrator & Enrollment Secretary begin training | 6/15/2011 | Academies Executive Team |
| Install 2 phone lines for fire system monitoring | 6/15/2011 | IT |
| Install main School phone lines | 7/5/2011 | IT |
| Secure location for student cumulative files | 7/5/2011 | Academies Executive Team |
| Remaining staff start date & training | 8/3/2011 | Academies Executive Team |
| Construction complete- Certificate of Occupancy | 8/3/2011 | Academies Executive Team |
| Install furniture, fixtures, equipment, curriculum | 8/3/2011 | Academies Executive Team |
| School open for operation | 8/3/2011 | Academies Executive Team |

| | | |
|---|---|---|
| Random lottery for applicants over capacity | 8/7/2011 | Enrollment Specialist |
| School Open House | 8/21/2011 | Administrator |

Upon contractual agreement between the Board of Directors and White Hat Management, LLC, White Hat Management, LLC will immediately begin developing a pool of candidates for various staff positions. Such a pool will come from applications that are on file, postings in other White Hat managed schools, newspaper ads, internet job postings, college career services, college career fairs, candidate walk-ins, education publications, and various other miscellaneous sources.

The Administrator, Assistant Administrator, Enrollment Secretary, and Secretary will be the first positions to be filled. As soon as the pool of candidates has been established and their applications and resumes are on file, paper screening will be the first step in the selection process. From there, interviews will be scheduled. The interviewers typically consist of a representative from White Hat's Human Resource Department, the White Hat Management's Academy Executive Team, and the building Administrator. If an interview is scheduled for an Intervention Specialist position the Director of Special Education will also be involved. Upon the completion of the interviews, reference checking will take place. After all of the above-mentioned steps are favorable, a contract will be offered. Any candidate not offered a contract will be notified.

All staff regardless of position must successfully pass all state-mandated requirements, including a State of Ohio Criminal Check (BCI) and an FBI check.

The following is a list of the types of positions that will be needed to staff the school. Obviously, certain positions will vary in number in relation to the student enrollment, and others may come about via contracted services:

- Administrator
- Assistant Administrator (if enrollment exceeds 225 students)
- Secretary
- Enrollment Secretary
- Teachers
- Instructional Aides
- Intervention Specialists
- Specials Teachers (Art, Music, and Physical Education)
- Health Aide/Nurse
- Psychologist
- Speech Therapist
- Custodian
- Food Service staff
- Before/After school care staff (if applicable)
- Security

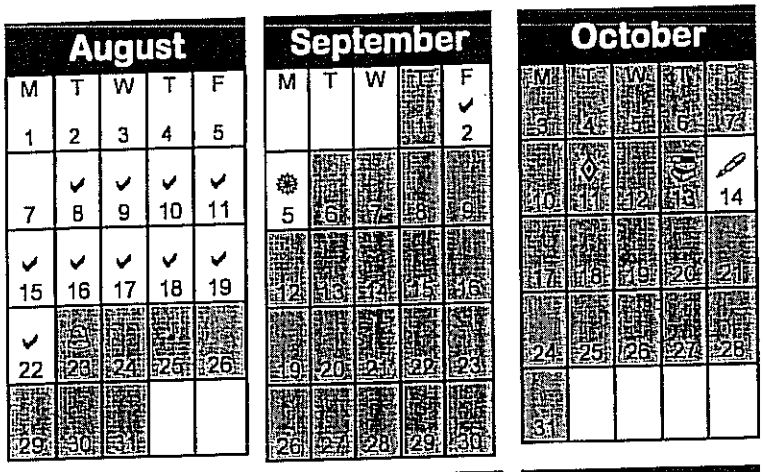
**Bell Schedule**

**Daily Student Schedule**

| | |
|---|---|
| 7:45 a.m. - 8:20 a.m. | Arrival/Breakfast/Bell Work |
| 8:20 a.m. - 8:30 a.m. | Announcements |
| 8:30 a.m. - 10:00 a.m. | Reading/Language Arts |
| 10:15 a.m. - 11: 45 a.m. | Math |
| 11:45 a.m. - 12:30 p.m. | Lunch/Recess |
| 12:30 p.m. - 1:15 p.m. | Social Studies |
| 1:15 p.m. - 2:00 p.m. | Science |
| 2:00 p.m. - 2:50 p.m. | Specials: Music, Art, or PE |

# 2011-2012 School Year Calendar
# Garfield Academy

GARFIELD ACADEMY




Aug 8–22 ..... Staff Report. No Students
Aug 23 ..... Students First Day
Sept 2 ..... Teacher In-service. No School
Sept 5 ..... Labor Day. School Closed
Sept 16 ..... Constitution & Citizenship Day
Oct 3-7 ..... Ohio Achievement Assessment 3rd Grade Reading
Oct 13 ..... End of First Quarter–36 Instructional Days
..... 216 Instructional Hours
Oct 14 ..... Records Day. No Students
Nov 24-25 ..... Thanksgiving Holiday. No School
Dec 1 ..... Parent Teacher Conferences 4:00-7:30
Dec 2 ..... Parent Teacher Conferences 8:00-12:00
..... No School
Dec 20 ..... End of Second Quarter-44 Instructional Days
..... 264 Instructional Hours
Dec 21- Jan 2 ..... Winter Break
Jan 13 ..... Teacher In-service Day. No Students
Jan 16 ..... Martin Luther King Jr. Day. No School
Feb 20 ..... Presidents Day. No School
Feb 23 ..... Parent Teacher Conferences 4:00-7:30
Feb 24 ..... Parent Teacher Conferences 8:00-12:30
..... No School
Mar 9 ..... End of Third Quarter-45 Instructional Days
..... 270 Instructional Hours
Mar 26-30 ..... Spring Break
Apr 6 ..... Holiday. No School
Apr 13 ..... Teacher In-service Day. No Students
Apr 23- May 1 ..... Ohio Achievement Assessments Grades 3-8
May 23 ..... Students Last Day. End of Fourth Quarter
..... 45 Instructional Days-270 Instructional Hours
May 24 ..... Records Day. Last Day for Staff
May 28 ..... Memorial Day. No School
Jun 4-Jul 13 ..... Summer Readiness Program

- School Opens for 2011-12 School Year
- Days of Instruction
- End of Quarter
- Summer Readiness Program
- Open House
- Records Day. No Students.
- Teacher In-service. No Students.
- Holiday/Break
- Parent/Teacher Conferences
- C Contingency Days

Total Instructional Hours—1,020

Total Instructional Days - 170

ATTACHMENT 4

**Non-Classroom Learning Opportunities:**

Students in all grades will be provided the opportunity to participate in a variety of non-classroom learning opportunities to include:

Field Trips to various locations such as museums, zoo's, local historical point of interest, and cultural events will be provided to further enrich the typical classroom learning giving students a hands on approach to learning.

Clubs will be offered as deemed appropriate to provide students the opportunity to learn new skills or expand on current interests. Clubs offered could include, but are not limited to, knitting, sewing, dance, theater, yearbook, and chess.

Homework will be sent home with students to further assist in reinforcing topics addressed during the school day.

Projects: Students will be exposed to a variety of community related projects teaching them the importance of giving back to their community. Such projects may include, but are not limited to, community fairs, environmental awareness/recycling campaigns, fund raisers for various organizations that give back to the community as a whole.

Speakers and assemblies are provided to address a variety of topics of interest to students and their families. Example may include science fairs, music and theater presentations, local speakers, career fairs, and multicultural fairs.

## Attachment 5

Goals:

1. **to reach and maintain acceptable state and internal standards.**

The School sets realistic high-level goals that can be reported against annual statistics in alignment with the school's mission statement. The School adheres to the measures of academic performance and accountability provisions for community schools offering any of grade levels four to eight as specified in the Ohio Revised Code, as indicated on the annual Local Report Card.

2. **to define internal standards as:**
   **[address all internal and state required assessments; nationally normed assessments; parental involvement; re-enrollment goals; goals; graduation goals; staff retention, progress and development; leadership, governance goals, financial goals, performance goals of Attachment 4 and mission/culture goals]**

- As such, following its first two years of operation, the School will have a Local Report Card designation above Academic Emergency for two of the three most recent school years.
- For two out of the three most recent school years following the first two years of operation, the school will show at least two standard years of academic growth in either reading or mathematics as determined by the Department of Education.
- Student achievement will be measured by annual Scantron gains (grades 2-8) and OAA assessments (grades 3-8).

3. **to define acceptable state standards as follows (check only those that apply):**

X **a. reaching Continuous Improvement or Higher on Ohio Report Card within the term of this Contract in consideration for contract renewal.**

_____ **d. if too small to be rated: to show customized assessment of success or progress as follows:**

Measuring individual student growth and reporting such growth by:

The School will administer all state-mandated assessments specified in the Ohio Revised Code in accordance with the schedule established by the Ohio Department of Education. Student Achievement is monitored and measured in a variety of ways. All of these are implemented with one goal in mind, and that is to provide the student with the opportunity for him/her individually, and the School as a whole, to achieve or exceed the stated goals.

_____ e. **if exempt from Ohio law closure rules; to show customized assessment of success or progress as follows:**

**Measuring individual student growth and reporting such growth by:**

The School will administer all state-mandated assessments specified in the Ohio Revised Code in accordance with the schedule established by the Ohio Department of Education. Student Achievement is monitored and measured in a variety of ways. All of these are implemented with one goal in mind, and that is to provide the student with the opportunity for him/her individually, and the School as a whole, to achieve or exceed the stated goals.

# Attachment 6

Students, Parents, Enrollment, Attendance, Dismissal
The Community, Health & Safety, Patriotism

I. **Students:**
   A. Student Enrollment Summary (Chart)
   B. Type of School and Its Students
      1. Type – Graded or Non-Graded
      2. Students are General Population or At-risk - If at-risk, definition of at-risk criteria ORC 3314.06 (B)(1)
      3. Post-secondary options for secondary students ORC Chapter 3365
      4. High School dual enrollment – ORC 3313.6013

II. **Enrollment Policies:** to comply with ORC 3314.06 and 3314.061, if applicable
   A. Attendance Area -
   B. Enrollment preferences – ORC 3314.06(H)
   C. Enrollment/Admissions Policies – ORC 109.65, 3313.64, 3313.65, 3314.06 (F), 3321.01, 3314.06 (E),
   D. Confidentiality – ORC 3319.321, Chapter 1347
   E. No incentives to enroll – ORC 3313.648
   F. No tuition – ORC 3314.08 (I)
   G. Special Education – ORC 3314.06 (D)(2)
   H. State testing and attendance law to parents – ORC 3314.041
   I. Notification to parents of secondary students – ORC 3313.6014

III. **Records Policies:** to comply with ORC 3313.672
   A. Academic (Cumulative) Records
   B. Special Education Records
   C. Health Records

IV. **Attendance Policies:** ORC 3321.18, 3321.191, 3321.14, 3321.17, 3321.19

V. **Parents:**
   A. Parent Involvement Policy - ORC 3313.472
   B. Missing children – ORC 3313.96

VI. **Dismissal from School:**
   A. Automatic withdrawal of students absent for 105 consecutive hours
   B. Procedures for Parents & School – ORC 3321.13, 3314.08D(2).

VII. **School's Community:**
   A. Definition of the School Community
   B. Intended Racial and Ethnic Balance of the School
   C. Marketing Plan to Attract Racially and Ethnically Diverse Students
   D. Transportation Plan, see ORC 3314.09, 3314.091, 3327.01

VIII. **Health and Safety Policies** – to comply with ORC 3313.50, 3313.536, 3313.643, 3313.666, 3313.667, 3313.67, 3313.671, 3313.673, 3313.69, 3319.073, 3313.71, 3313.716, 3313.718, 3314.14, 3314.141, 3314.15, 3314.16, 3314.18, 3701.932, 3701.933, Chapter 3742.

IX. **Patriotism**
   A. Veteran's Day – the policy must comply with ORC 3313.602 regarding the observance of veteran's day.
   B. Pledge of allegiance – (Optional Policy). ORC 3313.602 does not appear to directly address community schools. Therefore, the school should decide whether or not to establish a policy regarding the pledge of allegiance in school. If the school chooses to establish a policy, it should address whether or not to recite the Pledge of Allegiance, shall not require any student to participate, and prohibit intimidation of those who choose against participation.
   C. Display of National Flag – the policy must comply with ORC 3313.80 regarding the display of the national flag.

**Attachment 6**

Students, Parents, Enrollment, Attendance, Dismissal
The Community, Health & Safety, Patriotism

## I. Students:

A. Student Enrollment Summary

| Students | Fiscal year 2012 | Fiscal Year 2013 | Fiscal year 2014 |
|---|---|---|---|
| Grades K-8 | 250 | 250 | 250 |
| | | | |

B. Type of School and Its Students

1. Type – Graded
2. Students are General Population or At-risk - If at-risk, definition of at-risk criteria ORC 3314.06 (B) (1)
3. Post-secondary options for secondary students ORC Chapter 3365-not applicable
4. High School dual enrollment – ORC 3313.6013- not applicable

## II. Enrollment Policies:

The Academy is in compliance with ORC 3314.06 and 3314.061.

A. Attendance Area -
B. Enrollment preferences – ORC 3314.06(H).
C. Enrollment/Admissions Policies – ORC 109.65, 3313.64, 3313.65, 3314.06 (F), 3321.01, 3314.06 (E).
D. Confidentiality – The Academy will comply with ORC 3319.321, Chapter 1347
E. No incentives to enroll – The Academy is in compliance with ORC 3313.648.
F. No tuition – The Academy is in compliance with ORC 3314.08 (I)
G. Special Education – The Academy is in compliance ORC 3314.06 (D)(2).
H. State testing and attendance law to parents- The Academy will comply with ORC 3314.041
I. Notification to parents of secondary students – The Academy will comply with ORC 3313.6014.

## III. Records Policies:

The Academy is in compliance with ORC 3313.672

A. Academic (Cumulative) Records
B. Special Education Records
C. Health Records

## IV. Attendance Policies:

The Academy is in compliance with ORC 3321.18, 3321.191, 3321.14, 3321.17, 3321.19.

## V. Parents:

A. Parent Involvement Policy - The Academy is in compliance with ORC 3313.472, see policy #421

B. Missing children – The Academy is in compliance with ORC 3313.96.

## VI. Dismissal from School:

A. Automatic withdrawal of students absent for 105 consecutive hours.

B. Procedures for Parents & School – The Academy is in compliance with ORC 3321.13, 3314.08D(2).

## VII. School's Community:

A. Definition of the School Community

B. Intended Racial and Ethnic Balance of the School

Pursuant to ORC 3314.03 (A)(7), the School attempts to achieve racial and ethnic balance by being open to any at-risk student by marketing to every subsection of the potential student population. A study of detailed demographics information is obtained through the U. S Census Bureau and Enrollment is not denied to any eligible applicants on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability.

Marketing Plan to Attract Racially and Ethnically Diverse Students

In the event that racial composition of the enrollment of the School violates the federal desegregation order, the school shall take any and all corrective measures to comply with the desegregation order.

The School Governing Authority will access the racial and ethnic balance of the School within the first two months of the calendar year in order to make necessary adjustments to any marketing plans currently used by the school in order to attempt to be reflective of the community it services.

C. Transportation Plan, see ORC 3314.09, 3314.091, 3327.01

The School does not anticipate providing its own transportation for its students in Cleveland, Ohio. At other schools most students utilize the available public transportation. However, the School will be provided "bus passes" for public transportation to be distributed by the Administrator at his or her discretion. The passes are provided to defray the cost of public transportation and are distributed on an individual as need basis.

Transportation for students requiring such due to disability will be provided on an individual basis based on their respective IEP's and in accordance with the State and Federal law.

**VIII. Health and Safety Policies** – The Academy is in compliance with ORC 3313.50, 3313.536, 3313.643, 3313.666, 3313.667, 3313.67, 3313.671, 3313.673, 3313.69, 3319.073, 3313.71, 3313.716, 3313.718, 3314.14, 3314.141, 3314.15, 3314.16, 3314.18, 3701.932, 3701.933, Chapter 3742.

**IX. Patriotism**

A. Veteran's Day – The Academy will comply with ORC 3313.602 regarding the observance of veteran's day.

B. Pledge of allegiance – (Optional Policy). ORC 3313.602 does not appear to directly address community schools. Therefore, the school should decide whether or not to establish a policy regarding the pledge of allegiance in school. If the school chooses to establish a policy, it should address whether or not to recite the Pledge of Allegiance, shall not require any student to participate, and prohibit intimidation of those who choose against participation.

C. Display of National Flag – The Academy will comply with ORC 3313.80 regarding the display of the national flag.

The complete Board approved Policy handbook with all applicable policies is on file with the Sponsor.

**Attachment 7**

Student Discipline

1. School's harassment, intimidation, or bullying policy

2. Student Discipline Policies: Suspension, Expulsion, Exclusion. ORC 3313.66, 3313.661, 3313.662.

3. Discipline policy for students with disabilities (IDEA & IDIEA)

# Anti-Discrimination and Harassment Policy

Federal and State laws prohibit discrimination based on race, sex, age, religion, national origin or disability. Discrimination on the job, including harassment, is prohibited by the School. Harassment is any form of hostility, conduct or language that alters the conditions of the victim's employment AND which creates a hostile, intimidating or offensive working environment. Additionally, sexual harassment can consist of unwelcome sexual advances, intentional and unwelcome touching, verbal remarks and requests or demands for sexual favors. The prohibition against harassment is applicable to all employees of the School, which includes all staff members, teachers, principals, managers and officers.

## Employees Must Report Harassment

Any employee who believes he or she has been harassed, or has been subjected to a hostile work environment, must report it to the Principal/Administrator. If the employee is unable, or does not wish to report the matter to the Principal/Administrator for any reason, he or she should report to the Business Manager. The report will be kept confidential except to the extent necessary to complete the investigation. In order to assure that the facts are accurately understood by the person receiving the report, the Principal/Administrator or Business Manager will put it in written form. The Complainant will be asked to acknowledge the accuracy of the facts or to correct the statement to accurately describe the complaint.

## Resolution of Complaints

The results of the investigation will be discussed with the complaining employee. If it is determined that there has been harassment or that there is a hostile work environment, the Principal/Administrator or Business Manager will discuss the procedure for resolving the complaint with the employee.

If there is a situation in which an employee believes he or she is being physically threatened, it should be reported to the nearest supervisory person and temporary protection against the harassment or hostility will be provided.

No employee will be retaliated against for reporting sexual harassment or a hostile work environment.

## The Importance of Reporting Harassment or Discrimination

No employee should be a victim of harassment or a hostile work environment. It is important that every employee who believes he or she is a victim to report harassment or discrimination to allow the School the opportunity to investigate the situation and take appropriate actions. If harassment or discrimination occurs, and it is not addressed by the School, the seriousness of the policy may be misunderstood. It takes the complete

cooperation of our entire staff to maintain a fair and non-discriminatory place to work regardless of race, sex, age, religion, national origin or disability.

Reference:
ORC 3313.666, 3313.667, and 3314.06(D)(1); Title VI, Civil Rights Act of 1964, Section 601; Title IX, Education Amendments of 1972; Rehabilitation Act of 1973; Age Discrimination Act of 1975

# Safe School Policy

Anti-Harassment, Anti-Intimidation, Anti-Bullying, Anti-Gang, Drug-Free and Weapon-Free School

The Board of Directors prohibits violence including harassment, intimidation, bullying or any gang related activity. The School is a drug-free and weapon-free school, and does not tolerate the above-mentioned behavior whether in the classroom, on school property, or at school-sponsored events, as it is expressly forbidden.

**Anti-Harassment, Anti-Intimidation, and Anti-Bullying**

Harassing, Intimidation, or Bullying behavior is strictly prohibited, and students who are determined to have engaged in such behavior are subject to disciplinary action, which may include counseling, suspension, or expulsion from school. The school's commitment to address Harassing, Intimidating, and Bullying, however, involves a multi-faceted approach, which includes education and the promotion of a school atmosphere in which this behavior will not be tolerated by students, faculty or school personnel.

It is imperative that Harassing, Intimidating, and Bullying be identified only when the specific elements of the definition are met, because the designation of conduct of such behavior carries with it special statutory obligations. Any misconduct by one student against another student, whether or not appropriately defined as Harassment, Intimidation, or Bullying will result in appropriate disciplinary consequences for the perpetrator.

**I. Definition of Terms:**

1. "Harassment, intimidation, or bullying" means either of the following:
   - A. Any intentional written, verbal, or physical act that a student has exhibited toward another particular student more than once and the behavior both:
     1. Causes mental or physical harm to the other student;
     2. Is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student.

Or

   - B. Violence within a dating relationship.

   C. Such behavior may include any written, electronically-transmitted, verbal or physical act taking place on school grounds, at any school-sponsored activity, or on school-provided transportation.

In accordance with this definition, the following factors should be considered before identifying conduct by a student or group of students as Harassment,

Intimidation, or Bullying in violation of Board Policy. The determination that conduct does not constitute Harassment, Intimidation, or Bullying under Board Policy, however, does not restrict the right of the School Leader to impose appropriate disciplinary consequences for the student misconduct.

- Location. Harassment, Intimidation, or Bullying behavior in violation of Board Policy must occur to and from school, on school grounds, at school-sponsored activities or sanctioned events, or in school vehicles. Conduct that occurs away from these places is not Harassment, Intimidation, or Bullying under this Policy. Cyber-Bullying, which is addressed below, may occur at locations away from those mentioned above, but is covered by this Policy and is strictly forbidden by the The School.

- Ridicule, Humiliation, and/or Intimidation. Harassment, Intimidation, or Bullying behavior is marked by the intent to ridicule, humiliate, or intimidate the victim. In evaluating whether conduct constitutes this behavior, special attention should be paid to the words chosen or actions taken, whether such conduct occurred in front of others or was communicated to others, how the perpetrator interacted with the victim, and the motivation, either admitted or appropriately inferred, of the perpetrator.

2. "Harassment, intimidation, or bullying" also means electronically committed acts (*i.e.*, acts conducted using electronic or wireless communication devices) that a student has exhibited toward another particular student more than once and the behavior both:

   A. Causes mental or physical harm to another particular student; and

   B. Is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student.

   C. Constitutes violence within a dating relationship.

3. A "school-sponsored activity" means any activity conducted on or off school property (including school buses and other school-related vehicles) that is sponsored, recognized or authorized by the School Leader, the Board of Directors or the Ohio Department of Education.

4. "Harassment, intimidation, or bullying" will not mean any action that would constitute protected free expression under the First Amendment to the Constitution of the United States.

## II. Types of Conduct

Harassment, Intimidation or Bullying can take many forms and can include many different behaviors having an overt intent to ridicule, humiliate or intimidate another student. Examples of conduct can include, but is not limited to, the following behavior, overt acts, and/or circumstances:

1. Verbal, nonverbal, physical or written harassment, bullying, hazing or other victimization that has the purpose or effect of causing injury, discomfort, fear or suffering to the victim;

2. Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear or suffering to the victim;

3. Unreasonable interference with a student's performance or creation of an intimidating, offensive or hostile learning environment;

4. Physical violence or attacks or both;

5. Threats, taunts and intimidation through words or gestures or both;

6. Extortion, damage or stealing of money, property or personal possessions;

7. Exclusion from the peer group or spreading rumors;

8. Harassment, intimidation or bullying can also include repetitive and hostile behavior with the intent to harm others through the use of information and communication technologies and other web-based/online sites (also known as "cyber bullying"), such as the following:

    - Posting slurs on websites where students congregate or on web-logs (personal online journals or diaries);
    - Sending abusive or threatening instant messages;
    - Using camera phones to take embarrassing photographs of students and posting them online;
    - Using websites to circulate gossip and rumors to other students;
    - Excluding others from an online group by falsely reporting them for inappropriate language to internet service providers.

## III. Complaint Process – Reporting Prohibited Incidents

1. The complaint process for the Safe School Policy will follow the guidelines established under HOPE Academy's Complaint Policy and Procedure. In addition, the following information provides further guidance with regards to complaint procedures for violations or suspected violations of the Safe School Policy:

   A. Written and Oral Complaints

      1. HOPE Academy requires the School Leader or his/her designee to be responsible for receiving complaints alleging violations of this Policy. Students, parents or guardians may file written complaints of suspected harassment, intimidation, or bullying with any school staff member or administrator. A teacher or other school staff member who receives a written complaint will promptly forward it (no later than the next school day) to the School Leader or his/her designee for review and action.

      2. Oral complaints will also be considered official complaints. Students, parents or guardians, and school personnel may make oral complaints of conduct that they consider to be harassment, intimidation, or bullying by verbally reporting to a teacher, school administrator, or other school personnel. A teacher or other school staff member who receives an oral complaint will promptly document the complaint in writing, and will promptly forward it (no later than the next school day) to the School Leader for review and action.

   B. Both written and oral complaints will be reasonably specific as to the actions giving rise to the suspicion of harassment, intimidation, and/or bullying, including person(s) involved, number of times and places of the alleged conduct, the target of the prohibited behavior(s), and the names of any potential student or staff witness.

   C. Anonymous Complaints

      1. Students who make oral complaints as set forth above may request that their name be maintained in confidence by the school staff member(s) and administrator(s) who receive the complaint.

      2. The anonymous complaints will be reviewed and reasonable action will be taken to address the situation, to the extent such action may be taken that (1) does not

disclose the source of the complaint; and (2) is consistent with the due process rights of the student(s) alleged to have committed acts of harassment, intimidation and/or bullying.

## IV. School Personnel Reporting Responsibilities

1. Teachers and Other School Staff Responsibilities

   A. Teachers and other school staff, who witness acts of harassment, intimidation or bullying, as defined above, will promptly notify the School Leader or his/her designee of the event observed by filing a written incident report concerning the events witnessed.

   B. In addition to addressing both informal and formal complaints, school personnel are encouraged to address the issue of harassment, intimidation or bullying in other interactions with students. School personnel may find opportunities to educate students about harassment, intimidation and bullying and help eliminate such prohibited behaviors through class discussions, counseling, and reinforcement of socially appropriate behavior.

   C. School personnel should intervene promptly where they observe student conduct that has the purpose or effect of ridiculing, humiliating, or intimidating another student/school personnel, even if such conduct does not meet the formal definition of "harassment, intimidation, or bullying."

## V. Notification to Parents/Guardians

1. If after investigation, acts of harassment, intimidation or bullying by a specific student are verified, the School Leader or his/her designee will notify, in writing, the parent or guardian of the perpetrator of that finding. If disciplinary consequences are imposed against such a student, a description of such discipline will be included in such notification.

2. If after investigation, acts of harassment, intimidation or bullying against a specific student are verified, the School Leader or his/her designee will notify the parent or guardian of the victim of such findings. In providing such notification, care must be taken to respect the statutory privacy right, including those set forth in the R.C. § 3319.321 and the Family Educational Rights and Privacy Act of 1974, 88 Stat. 571, 20 U.S.C. 1232q of the perpetrator of such harassment, intimidation and bullying.

3. To the extent permitted by State and Federal privacy laws, parents or guardians of any student involved in a prohibited incident may have access to any written reports pertaining to the prohibited incident.

## VI. Investigation and Documentation of Prohibited Incident

1. The School requires the School Leader or his/her designee to be responsible for determining whether an alleged act constitutes a violation of this Policy. In so doing, the School Leader or his/her designee will conduct a prompt and thorough investigation of all written and oral complaints of suspected harassment, intimidation, or bullying. A written report of the investigation will be prepared when the investigation is complete. Such report will include findings of fact and a determination of whether acts of harassment, intimidation, or bullying were verified. When prohibited acts are verified, a recommendation for intervention, including disciplinary action will be provided. Where appropriate, written witness statements will be attached to the report.

2. When a student making an informal complaint has requested anonymity, the investigation of such complaint will be limited as is appropriate in view of the anonymity of the complaint. Such limitation of investigation may include restricting action to a simple review of the complaint (with or without discussing it with the alleged perpetrator), subject to receipt of further information and/or the withdrawal by the complaining student of the condition that his/her report be anonymous.

## VII. Intervention Strategies to Protect Victims

1. When responding to verified acts of harassment, intimidation, or bullying, The School will consider potential strategies to protect victims from additional harassment, intimidation, or bullying, and from retaliation following a report. Potential strategies include:

    A. Supervising and disciplining offending students fairly and consistently;

    B. Providing adult supervision during breaks, lunch time, bathroom breaks and in the hallways during times of transition;

    C. Maintaining contact with parents and guardians of all involved parties;

    D. Providing counseling for the victim if assessed that it is needed;

    E. Informing school personnel of the incident and instructing them to monitor the victim and the offending party for indications of harassing, intimidating, and bullying behavior; instructing personnel to intervene when prohibited behaviors are witnessed;

F. Checking with the victim regularly to ensure that there have been no incidents of harassment/intimidation/bullying or retaliation from the offender(s).

## VIII. Disciplinary Procedure

1. Verified acts of harassment, intimidation or bullying will result in an intervention by the School Leader or his/her designee that is intended to ensure that the prohibition against harassment, intimidation or bullying behavior is enforced, with the goal that any such prohibited behavior will cease.

2. The School recognizes that acts of harassment, intimidation, or bullying can take many forms and can vary dramatically in seriousness and impact on the targeted individual and school community. Accordingly, there is no one prescribed response to verified acts of harassment, intimidation, and bullying. Disciplinary and appropriate remedial actions for a student or staff member who commits an act of harassment, intimidation or bullying may range from positive behavioral interventions up to, and including, suspension or expulsion.

3. In determining appropriate interventions for each individual who commits an act of harassment, intimidation or bullying (including a determination to engage in either non-disciplinary or disciplinary action, as described below), the School Leader will give the following factors full consideration:

   A. The degree of harm caused by the incident(s);

   B. The surrounding circumstances;

   C. The nature and severity of the behavior;

   D. The relationship between the parties involved; and

   E. Past incidences or continuing patterns of behavior.

4. When verified acts of harassment, intimidation or bullying are identified early and/or when such verified acts of such behavior do not reasonably require a disciplinary response, students may be counseled regarding the definition of misconduct, its prohibition, and their duty to avoid any conduct that could be considered harassment, intimidation or bullying. Peer mediation may also be used, when appropriate.

5. When acts of harassment, intimidation and bullying are verified and a disciplinary response is warranted, students are subject to the full range of

disciplinary consequences. Anonymous complaints that are not otherwise verified, however, will not be the basis for disciplinary action.

A. In and out-of-school suspensions may be imposed only after informing the accused perpetrator of the reasons for the proposed suspension and giving him/her an opportunity to explain the situation.

B. Expulsion may be imposed only after a hearing before the School Leader. This consequence will be reserved for serious incidents of harassment, intimidation or bullying and/or when past interventions have not been successful in eliminating such behavior.

C. The determination that conduct does not constitute harassment, intimidation or bullying under this Policy, however, does not restrict the right of the School Leader or the Board or both to impose appropriate disciplinary consequences for student misconduct.

## IX. Semi-Annual Reporting Obligations

1. The School School Leader will semi-annually provide the president of the Board a written summary of all reported incidents and post the summary on the School's Website, if one exists. The list will be limited to the number of verified acts of harassment, intimidation and bullying, whether on school grounds, to and from school, or at school-sponsored activities or sanctioned events.

## X. Dissemination of Policy

1. The School will annually disseminate the Safe School Policy to staff, students, and parents, along with an explanation that the Policy applies to all applicable acts of harassment, intimidation, and bullying that occur on school grounds, at school-sponsored activities or sanctioned events, to or from school or on school-related vehicles, or in cyber-space. The Safe School Policy will appear in parent/student handbooks that set forth The School's rules, procedures, and standards of conduct for the School and its students.

2. To ensure staff are prepared to prevent and effectively intervene with incidents of harassment, intimidation or bullying, The School has incorporated the information about the Safe School Policy into its employee training programs.

3. Orientation sessions for students will introduce the elements of this Policy. Students will be provided with age-appropriate information on the recognition and prevention of harassment, intimidation or bullying, and dating violence prevention, and their rights and responsibilities under this and other The School policies, procedures and rules, at student orientation sessions and on other appropriate occasions. Parents will be provided with information about this Policy, as well as information about other The School and school rules and disciplinary policies. This Policy will be stated in student, staff, volunteer and parent handbooks.

## XI. Prohibited Gang Activity

The Board believes gangs or gang activity creates an atmosphere that seriously disrupts the educational process. Students are prohibited from engaging in gang activities while at School, on school property, to or from school, or at a school sponsored activity or sanctioned event. Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from The School.

The term "gang" is defined as any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the endorsement of or participation in one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engaged in a pattern of criminal gang activity.

The term "gang activity" is defined as any conduct engaged in by a student:

1. On behalf of a gang;
2. To perpetuate the existence of a gang;
3. To effect the common purpose and design of any gang; or
4. To represent a gang affiliation, loyalty or membership in any way while on school grounds or while attending a school function.

These activities may include things such as recruiting students for membership in a gang and threatening or intimidating other students or staff against his/her/their own will to promote the common purpose and design of any gang.

## XII. Drug Free

In accordance with Federal law, The School prohibits the use, possession, concealment or distribution of drugs by students on school grounds, in the school building, on school property, or at school sponsored event to ensure a Drug Free School. Drugs include alcoholic beverages, steroids, dangerous controlled substances as defined by Ohio law, or any substance that could be considered a "look alike." Any student who violates this

Policy will be subject to disciplinary action, up to and including expulsion from the The School.

## XIII. Weapons Free

The School is also a weapons-free school. No student, at any time, for any reason, will knowingly possess, handle, transmit, or use any object, which can be reasonably considered a weapon in or on property of The School or at any The School sponsored event held away from school property. Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from the The School.

## XIV. General Provisions

This Policy will not be interpreted to prohibit a reasonable and civil exchange of opinions, or debate that is protected by State or Federal law such as the Nondiscrimination, Suspension and Expulsion/Due Process, Violent and Aggressive Behavior, Hazing, Discipline/Punishment, Sexual Harassment, Peer Sexual Harassment and Equal Educational Opportunity acts.

The Complaint process is in effect and all matters will be investigated and resolved in accordance with the steps outlined above and in the Board's Complaint Policy and Procedure.

Reference:

ORC 3301.22; 3313.666, 3319.321; Family Educational Rights and Privacy Act of 1974, 88 Stat. 571, 20 U.S.C. 1232q

# Suspension and Expulsion

Rules of suspension and expulsion must follow due process mandates.

Suspension

- The building Administrator or Assistant Administrator can suspend a child.
- No suspension shall exceed ten (10) school days;
- The Administrator must give written notice of the intention to suspend and the reasons why to the student. The student will be asked to sign this notice. If he/she chooses not to properly sign, then the Administrator shall so indicate that, in writing, on the form, and also have a staff member verify the same, in writing, on the same form;
- The student must be given the right to appear at an informal hearing before the Administrator, and has the right to challenge the reasons for the intended suspension or otherwise explain his/her actions;
- A written notice of suspension must be sent or given within one school day to the parent, guardian, or custodian of the student. The notice must contain the reasons for the suspension and the right of the student to appeal the suspension; and
- A parent/guardian has the right to appeal the suspension, which must be submitted, in writing, to the building Administrator within fourteen (14) calendar days of the written notice of suspension. The Administrator shall immediately forward this written appeal to the appeals officer assigned by White Hat Management as the Board of Director's designee.

Note: A student under an out of school suspension shall not have permission to make up all academic work.

Expulsion

- Only the building Administrator can expel a student.
- The building Administrator must provide the student and the parents/guardian written notice of the intent to expel; The notice is to state the time and place to appear which must not be less than three (3) days or later than five (5) days after the notice of intent to expel was given to the student and parents.
- The building Administrator may grant an extension of time. If granted, the Administrator must notify all parties, in writing, of the new time and place for the meeting;
- The written notice is to include reasons for the intended expulsion;

- The student and parent (and representative if desired) must have an opportunity to appear, on request, before the building Administrator to challenge the expulsion, or to otherwise explain the student's actions that led to the intended expulsion;

- The parent/guardian may be given the opportunity to withdraw the student before expulsion takes place. It should be noted, however, that when such student is withdrawn, the expulsion process must continue to be followed to its conclusion;

- The letter of expulsion is sent;

- Within one (1) school day, the Administrator shall notify the Enrollment Coordinator, in writing, of the expulsion.

- The parent/guardian has the right to appeal the expulsion, which must be submitted, in writing, to the building Administrator within fourteen (14) calendar days of the written letter of expulsion. The Administrator shall immediately forward this written appeal to the appeals officer assigned by White Hat Management as the Board of Director's designee.

**Emergency Removal**

The building Administrator may perform an emergency removal of a student from curricular or extra-curricular activities or from the grounds if a student's presence poses a threat and/or danger to any person or property, or if the student's presence poses an on-going disruption to the educational process. This removal may be done without immediate notice or hearing.

If the removal leads to a suspension any student so removed shall be given written notice and provided with a hearing within three (3) school days after removal as defined in the Suspension section above. If it is probable that the student is going to be recommended for expulsion, the expulsion process shall be conducted in accordance within the Expulsion section noted above.

Reference:
ORC 3313.66

**Attachment 8**

Retirement, Health and other Employee Benefits

1. Personnel Policies – ORC 9.90, 9.91, 2151.421, 2313.18, 3319.313, 3319.314, 3319.315, 3319.39, 4111.17, 4113.52, Chapters 2744, 4123, 4141, 4167

2. Health Insurance and Retirement – ORC 3307 & 3309 (3314.10)

3. Staff Notice of Contract Termination

**Attachment 8**

**Retirement, Health and other Emplovee Benefits**

**1. Personnel Policies - ORC 9.90,9.91,2151.421,2313.18,3319.313,3319.314,3319.315, 3319.39,4111.17,4113.52, Chapters 2744,4123,4141,4167**

**2. Health Insurance and Retirement - ORC 3307 & 3309 (3314.10)**

**3. Staff Notice of Contract Termination**

The School shall be under the direction of a Governing Authority, which shall be its Board of Directors. The Board of Directors intend to contract with an Education Service Provider ("ESP") and the performance of the School's duties there under. Pursuant to the Management Agreement, the ESP shall undertake the day-to-day operation of the School. As provided for in the Management Agreement, the ESP will provide the Board of Directors with various reports on performance of the School including its' enrollment, attendance, academic performance, financials (including balance sheets, income statements, budget reports, etc.), parent student satisfaction, withdrawals, suspensions, and expulsions.

The Board has elected to partner an ESP to provide the initial financial, administrative and operational resources necessary to successfully open a community school in the State of Ohio. The ESP is able to provide the initial capital outlay for the School's facilities, equipment and technology. Therefore, the Board will not be solely reliant on the availability of charitable contributions or federal and state grants. As such, prospective students will enter the School as envisioned, with all available equipment, technology, software and curricular materials necessary to accomplish the School's mission. Through the ESP partnership, the Board can help ensure that the School is indeed an epicenter where student resources are aligned and connected.

The complete Board approved Policy handbook with all applicable policies is on file with the Sponsor.

**Attachment 9**

Part I:
School Treasurer's License or
Proof of Required Training and Bond
Fiscal Services Agreement, if applicable

EMPLOYER COPY

# State of Ohio

# Department of Education

5 Year School Treasurer License

*This License Awarded To:* **ANGELA M. NEELEY**

*License Number:* KU1039550

*Issue Date:* 04/18/2008

FROM: 01/01/2009 - 12/31/2013

*The holder of this credential having satisfactorily completed the requirements prescribed by The State Board of Education is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified:*

School Treasurer

Susan Tave Zelman
Superintendent of Public Instruction

904097

Louis L. Staffilino
Associate Superintendent, Center for the Teaching Profession


# State of Ohio

# Department of Education

5 Year School Treasurer License

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School Treasurer

Susan Tave Zelman
Superintendent of Public Instruction

904097

Louis L. Staffilino
Associate Superintendent, Center for the Teaching Profession

Ohio

# Western Surety Company

## OFFICIAL BOND AND OATH

Effective Date: July 1st, 2011

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 61113841

That we, Angela Neeley, as Principal,

and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Ohio, as Surety, are held and firmly bound unto the (1) Other of Undefined To System, in the penal sum of Twenty Five Thousand and 00/100 DOLLARS ($ 25,000.00), to the payment of which sum well and truly to be made, we jointly and severally bind ourselves and our legal representatives, firmly by these presents.

Dated this 22nd day of July, 2011.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the Principal was duly
☐ elected
☒ appointed
to the office of Finance Officer in the

_____ of Undefined To System,
(City, County, Etc.) (Name of Political Subdivision)

State of Ohio, for the term of 1 year(s), commencing on the 1st day of July,

2011, and until his successor is elected and qualified.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void, and of no effect, otherwise to remain in full force and effect.

(1) For county officials fill in "State of Ohio,"
for all others, name of political subdivision.

_____
Principal

COUNTERSIGNED

WESTERN SURETY COMPANY

By NOT NEEDED
Ohio Resident Agent

By _____
Paul T. Bruflat, Senior Vice President

OATH OF OFFICE

STATE OF OHIO
County of _____ } ss

_____, being duly sworn, says that he will support the Constitution of the United States, and the Constitution of the State of Ohio, and that he will faithfully discharge the duties of his office as _____.

_____
Principal

Sworn to before me and signed in my presence this _____ day of _____, _____.

_____

_____

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

On this 22nd day of July, 2011, before me, a Notary Public in and for said County, personally appeared Paul T. Bruflat, personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY of Sioux Falls, South Dakota, a corporation duly organized and existing under the laws of said State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

S. EICH
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

S. Eich
Notary Public

My Commission Expires February 12, 2015

# Western Surety Company

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:**

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-In-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One FINANCE OFFICER GARFIELD ACADEMY, INC.

bond with bond number 61113841

for ANGELA NEELEY
as Principal in the penalty amount not to exceed: $25,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by Senior Vice President with the corporate seal affixed this 25th day of July, 2011.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

WESTERN SURETY COMPANY ★ CORPORATE SEAL ★ SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 25th day of July, 2011, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

D. KRELL
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

My Commission Expires November 30, 2012

D. Krell
Notary Public

Form F1975-9-2006

# Western Surety Company

## RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The obligee has been corrected to read: State of Ohio

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 25th day of July, 2011, at twelve and one minute o'clock a.m., standard

Attached to and forming part of Bond No. 61113841 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,

ANGELA NEELEY

Signed this 25th day of July, 2011.

WESTERN SURETY COMPAN

By _____
Paul T. Bruflat, Senior Vice President

Form 120-4-2002

ATTACHMENT 9
PAGE 1d.

Part II:
School Fiscal Plan
(This outline is to be made part of the contract as written)

The **School** will comply with ORC 3314.08 (J)(1)(a)(b) and Chapter 117

A. Sources of Funding. Attached is the required Five Year Budget Plan of the **School** which specifies the sources of income and the school's anticipated expenses. Also attached are the Spending Plan and other financial information including the Per Pupil Expenditure worksheet per years of this contract, a copy of the financial Information Summary, and the CSADM Web Access form.

B. Program Audits. The **School** will submit documents for the financial reviews that will be conducted on a bi-monthly basis by the **Sponsor**.

C. Financial Audits. The **School** will cooperate with the State Auditor for audits of the **School** on a schedule to be determined by the Auditor. The **School** will provide copies of these audit reports to the to the **Sponsor**, and as otherwise required by law.

D. Periodic cash flow statements. The fiscal officer will provide monthly cash flow statements to the **Governing Authority** and will make them available to the **Sponsor**, upon request, as a part of its monthly compiled financial statements.

E. Regular Review of School Budgets. The **School's** budgets will be reviewed by the **Governing Authority** of the school on a monthly basis and in conjunction with the review of the monthly financial statements. Adjustments to budgets will be made only when a significant change occurs which would make previously approved budgets obsolete as a planning and review tool. Material variations from the budgets will be reported to the **Governing Authority** and explained, as they occur.

F. Coordination with Fiscal Officer of **Sponsor.** The fiscal officer of the **School** will coordinate with the school's sponsor by communicating by telephone and through e-mail and other electronic means.

G. Accounting Procedures. Commit to the fact that the **School** uses the accrual method of accounting, following procedures which are in accordance with Generally Accepted Accounting Principles (GAAP), Government Accounting Standards and any other applicable requirements as set forth by law. Although the accounting/financial services provided by the **School** are on a cash basis, it employs the accrual basis for the records that it maintains on site.

H. Purchasing. Commit to the following - Purchases of all equipment, materials, supplies and furniture up to the amount of $500 per item will be made at the discretion of the Principal, in consultation with the Business Manager/fiscal officer within the guidelines of the approved budget. Any one item that exceeds $500 must be approved by the **Governing Authority** prior to commitment to purchase, or as soon thereafter as

practical. The Board may subsequently ratify any such purchase if it deems such action to be reasonable and prudent.

I. Contracted Accounting Services. If this is the intention, the following language is offered as an example: The **School** will contract with _____ for payroll processing, compilation of accounting reports and data entry to USAS and EMIS for financial purposes. The financial services include the following:

1. Bimonthly Payroll Service. Payroll function, to include services similar to "ADP" or "Paychex" or the use of "Quickbooks" or similar accounting system. Prepare all quarterly and annual reporting, including W-2's. However, the **School** is ultimately responsible for payroll tax and retirement system compliance.

2. Financial Services. Provide services whereby check stubs and receipts of the **School** are taken by the contractor, which then produces monthly financials in the format prescribed by the State of Ohio. All reporting would be compiled under the Uniform School Accounting System (USAS) and Uniform School Payroll System (USPS). This reporting is on a cash basis, fund accounting approach, and is fully integrated (i.e., once payroll, disbursements and receipts are input, the mandated reporting requirements such as the annual 4502 and quarterly report submissions are practically an automatic function). The **School** will make classifications and basic information decisions, as these cannot be delegated. In addition, the **School** is responsible for student EMIS input and data for the 5-year forecast.

# Board Stipend Policy

Ohio Revised Code 3314.025 directs the School's Operator to pay stipends to the board of directors.

The school's Operator is "WHLS of Ohio, LLC," d/b/a "White Hat Management."

The Ohio Revised Code §3314.02(E)(2) limits the number of community school boards a person may serve on at the same time to two.

Franklin County Common Pleas Court held that the Ohio Revised Code §3314.02(E)(2) is to be applied prospectively and upon expiration of any of the parties terms, such party shall resign from all Boards upon which they are members until said person remained on only two community school boards.

ORC §3314.025 was not challenged in the aforementioned lawsuit. Pursuant to §3314.025, board members are entitled to a maximum stipend of $250.00 if the board member serves on the maximum two boards. If a board member serves on only one board, such board member may only receive the maximum stipend of $125.00 per month.

The Board directs that WHM shall compensate board members in attendance at the Board of Director's meetings within ten business days after receipt of the Board's Attendance Sheet from the Board's Secretary.

All stipend checks issued by WHM to board members shall indicate the fact that the check is for the "Board of Director's Meeting" and shall specify the date and the name of the school for which the stipend check is being issued.

Reference:
ORC 3314.02, 3314.025







# Investment Policy

The purpose of this Investment Policy ("Policy") is to establish the philosophy and investment objectives of the Board of Directors of the School and applies to the investment of all unrestricted funds available to the Board. The School's investment program shall be operated in conformance with all applicable federal, state, and other legal requirements.

## I. PRIMARY OBJECTIVES

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

### A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

#### 1. Credit Risk

The Board will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the types of securities in this Investment Policy.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the Board will do business

#### 2. Interest Rate Risk

The Board will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in the market interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy

### B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

C. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal
- A security swap would improve the quality, yield, or target duration in the portfolio
- Liquidity needs of the portfolio require that the security be sold

## II. THE FINANCE COMMITTEE

The Finance Committee of the Board of Directors is responsible for carrying out the investment strategy of the Board including, but not limited to, selecting investment managers if needed, reviewing the investment strategies of investment managers, determining asset allocations, monitoring investment performance, setting standards for portfolio rebalancing and the like. The finance committee is also responsible for the yearly review of the Investment Policy in order to evaluate whether the current investment needs are being met. Upon the recommendation of the Finance Committee, the Board may authorize the delegation of discretionary investment responsibility to the school treasurer, board accountant, and/or independent professional investment management firms (Collectively, "Investment Managers"). Subject to Board investment policies as outlined in this document and standards of fiduciary prudence, this discretionary responsibility includes the execution of day-to-day investment functions by responding to this Policy and the Finance Committee's recommendations as to asset mix, portfolio diversification and rebalancing, liquidity, market volatility, and management style. In addition, the investment managers are responsible for specific investment decisions with regard to security selection, timing and execution.

## III. PERMITTED INVESTMENTS

The following investments will be permitted by this Policy and are those defined by State and local law where applicable:

- Certificates of deposit and other evidences of deposit at financial institutions
- Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities
- Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation

Alternate investments may be permitted only through amendment to this policy by the Board of Directors.

## IV. PROHIBITED INVESTMENTS

Without prior approval of the Board and proven due diligence, the Investment Managers are prohibited from investments in the following:

- Fixed Income securities not denominated in U.S. Dollars or Eurodollars
- Venture Capital
- Guaranteed Insurance Contracts
- Commodities
- Precious Metals or Gems
- Options, futures, or any contract whose value is derived from the price of an underlying asset or index (Derivatives)
- Short-selling and other hedging strategies
- Private Placements or "restricted" stock
- No investments in securities deemed to be in violation of prohibited transaction standards of ERISA.

## V. RESPONSIBILITES AND CONTROLS

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence would use in the management of their own affairs, not for speculation, but for investment purposes, considering first the safety of their capital, then the probable income to be derived. Investment Managers, acting in accordance with this investment policy while exercising due diligence, shall be relieved of personal responsibility provided appropriate action is taken to prevent and control adverse developments. Investment Managers shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

Investment Managers shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Managers shall disclose to the Finance Committee any material financial interests in financial institutions that conduct business within the School, and they shall further disclose any personal financial/investment positions that could be related to the performance of the School's portfolio. Investment Managers shall refrain from undertaking personal investment transactions with the same individuals with whom business is conducted on behalf of their entity.

The Finance Committee shall establish a system of internal controls, which are subject to audit. Such audits may result in recommendations to change operating procedures to improve internal controls. Controls shall be designed to protect against loss of public funds due to fraud, error, misrepresentation or imprudent actions.

At least quarterly, the Investment Managers will provide to the Finance Committee and the Board of Directors a complete listing of the composite portfolios, including income and disbursements, to serve as an operating statement. The portfolio will be monitored on a continual basis relative to these investment objectives, to investment risk as measured by asset concentrations, exposure to extreme economic conditions and to market volatility. The Investment Manager's activity will be reviewed by the Finance Committee on an annual basis. The Board may require Investment Managers to attend Board meetings or Committee Meetings for reporting. The Investment Managers will be reviewed on an ongoing basis and will be evaluated based upon their performance in accordance with this policy.

# CREDIT CARD USE POLICY

**I. General**

A credit card account has been established to meet the daily needs of the School's Board of Directors for incidental purposes, as listed below under "Section II: Intended Use". Upon receipt of original itemized documentation, credit card expenditures will be paid through the Board of Director's bank account.

**II. Intended Use**

This card is intended for incidental use authorized by the Board President only, on behalf of the Board of Directors. Normal use of the card would include purchases for academic and scholastic use, as well as Board development. The card is not intended for purchases of equipment, items not directly related to the School's educational mission, or for legal and/or consultant fees. The credit card is issued in the name of the Board President and will remain the sole property of the School's Board of Directors.

Expenditures shall be less than the assigned credit limit of the credit card. Additional specific spending limits on particular purchases may be implemented by the Board as deemed necessary and attached hereto as an amendment to this policy.

**III. Sales Tax**

The Board of Directors is a nonprofit entity under IRC Section 501(c)(3) and thus sales tax exemption forms shall therefore be utilized when such forms are available.

**IV. Reconciliation and Documentation**

Reconciliation and payment of the credit card account shall occur upon receipt of the statement.

Proper logs and documentation shall be maintained by the Board Fiscal Officer, and made available for audit. Proper documentation shall include:

a. Original itemized paid receipt indicating the date, amount, vendor, and description;

b. Packaging slip or receiving information (if appropriate);

c. Account to be charged;

d. Individual initiating the transaction

The Board Fiscal Officer will verify that the documentation is in order, and if so, process a check to make payment on the account. All payments shall be made from the Board

Account of the School to which the incurred charges relate. Failure to submit an original itemized receipt for any purchases made on the Board credit card shall result in rejection of payment for any and all charges not properly documented. The Board Member responsible for said purchase will then be held responsible for the incurred charges.

**V. Accountability**

The Board of Directors and the Fiscal Officer are responsible for the supervision, distribution, use, and documentation of the credit card. The credit card is issued as a privilege and convenience to the Board of Directors.

**VI. Annual Review**

The Credit Card Use Policy shall be reviewed by the Board of Directors. Said Policy may be revised and/or amended to reflect any necessary provisions the Board of Directors deems appropriate or necessary. A resolution shall be passed by the Board of Directors to acknowledge the acceptance of these credit card guidelines.

# TRAVEL POLICY

The Board of Directors (the "Board") for the School has resolved to establish the following procedures and standards for the handling of travel and transportation expenses of all Board Members (the "Directors").

Any Director traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes (taking a round-about or lengthy route), delays or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable under this policy. Directors will be responsible for any unauthorized costs and expenses incurred for personal preference or convenience.

Prior approval for any travel, aside from travel to and from Board or Committee Meetings, must be obtained by properly completing the Travel Expense Reimbursement Report, in the form attached hereto as Exhibit A, with the Board Treasurer. If a Director travels without having prior approval of the travel, the request for reimbursement of expense may be denied.

I. COST STANDARDS

1. Transportation
   a. Common Carrier- Travel by air, rail or bus must be at the lowest and best available rate.
   b. Private Car- Reimbursement will be at the current IRS rate.
   c. Mileage is payable to only one of two or more employees traveling on the same trip and in the same vehicle.
   d. Costs resulting from parking and traffic violations are not reimbursable.
   e. Use of a rental car is not reimbursable unless identified on the Part I request and pre-approved by the Board President and Board Treasurer. The Board will only reimburse at the mid-sized sedan rental rate unless otherwise approved (e.g., van for seven people).

2. Hotel:
   a. A single room is the standard for reimbursement. A detailed original bill showing payment must be submitted for reimbursement. If the hotel/motel bill does not show payment, other proof of payment must be provided. Extra charges on the hotel bill will be reviewed for propriety. Telephone calls of a business nature must be identified for reimbursement.

   b. Safe arrival call- on extended travel (at least one night away from home), the Director will be allowed one safe arrival telephone call to his/her place of choice, not to exceed five dollars ($5.00) (including hotel charges, if

any) upon submission of documentation. The Director should identify the safe arrival call on the hotel bill in order to be reimbursed.

3. Meals:

   a. Meals and incidentals will be paid at the IRS maximum per diem rate (See IRS Publication 1542, revised April 2010) for overnight non-local travel. No increased meal allowances are permitted. Use of meal and incidental allowance for purchase of alcohol is prohibited. Incidentals are expenses for laundry, cleaning and pressing of clothing and fees and tips for services, such as for porters, waitresses/waiters, and baggage carriers. The Director will be responsible for expenses above and beyond the per diem amount.

   b. Meals that are part of seminar costs (normally paid as a registration fee) will not be additionally reimbursed. Meals included as part of your registration fees should be detailed on the registration form included with your Travel Expense Reimbursement Report. If meals are included as part of registration, you will not be reimbursed for a meal purchased during the time when the seminar is providing a meal. Continental breakfasts will not be considered a meal.

   c. Meals paid for locally will only be reimbursed if they are part of a seminar or training registration or incurred while conducting business (i.e., lunch meeting with consultants). Locally is considered within 30 miles of the worksite.

4. Miscellaneous Expenses:

   a. Expenses incurred for fax copies, storage of baggage, telephone calls on official business, and rental of equipment for temporary meetings or office facilities necessary for the conduct of official business may be reimbursed. Such items must be itemized, receipted, and explained.

   b. Parking, bridge, highway and tunnel tolls, taxi fares, bus fares, etc. are reimbursable items if accompanied by original receipts.
   Any receipt that appears to be altered will not be reimbursed.

# Fixed Asset Policy

The Board of Trustees (Board) has issued the following Fixed Asset Accounting Policy in order to set forth the requirements for the identification, inventory and reporting of all property owned by the Board. The Board is ultimately responsible for assigned property and enforcement of the policy.

Fixed Assets to be Capitalized:

a. have a value of $5,000 or more
b. have a useful life of one year or more
c. must meet the definition of one of the major Asset Classes of Land, Buildings, Building Improvements, Furniture & Fixtures, Equipment, Computers & Software, or Construction-In-Progress (as set forth below)
d. must be of a tangible, distinguishable nature (possess unique physical substance)
e. are not repair parts, component parts or supplies, maintenance or service fees

## Asset Classes

### Land

Land is real property which generally includes both surface and content of the land. Land includes not only the original contract price, but also such related costs as liens assumed, legal and title fees and surveying. Land acquired through forfeiture is capitalized at the total amount of all tax liens and other claims surrendered (i.e. cost of acquiring ownership and perfecting title). Land acquired through donations is valued at the appraised fair market value at the date of acquisition. Appraisal costs are not capitalized.

Land records should include the parcel number and or the lot, book and tract, as well as an identification of use and location.

### Buildings

Buildings are real property consisting of structures erected above or below the ground for the purpose of sheltering persons or property. Building costs include construction and purchase costs and the cost of all fixtures permanently attached and made part of the building. For constructed buildings, costs include contractor payments, in-house labor costs, attorney fees, insurance during construction, architectural fees and similar types of costs.

Building records should include a quantitative and qualitative description of each structure segregating where possible the structure shell from the mechanical, roofing, electrical, plumbing, cafeteria and built-ins. The latter assets may be replaced several times during the life of the structure shell. Segregations of these costs will ease accountability for replacing or improving the component parts and avoid pyramiding the asset valuation.

## Building Improvements

Building improvements consist of additions, improvements and replacements made to existing buildings. Building improvements increase the service potential of the building; they expand area, increase safety, improve climate control, extend the useful life of the structure or improve handicapped accessibility with the building. A building improvement must have a significant impact and be a material amount ($2,500 or more) in order to be capitalized. Building improvement costs include construction costs, contractor payments, engineering costs and other costs required to place the improvement in its finished state. Building improvements are capitalized and depreciated separately from buildings.

## Furniture & Fixture

Furniture & Fixtures are defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: standard classroom furniture and office furniture.

## Equipment

Equipment is defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: business machines, compressors, power tools.

## Computers & Software

Computers & Software are defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.).

## Construction-In-Progress

Construction in progress is used for the temporary segregation and accounting of expenditures related to the construction or improvement of capital assets. Expenditures include construction costs, including costs held for retainage, architect, engineer and permit fees, equipment in storage, interest costs applicable to the period of construction and other costs required to finish the project. Construction in Progress should not be depreciated and should be shown separately on the Balance Sheet with other non-depreciable assets such as land and permanent land improvements.

**Used Equipment**

When the Board acquires used equipment the following requirements must be adhered to:

1. The invoice must specify "Used" as appropriate.
2. The acquisition cost, as noted on the invoice, will determine original cost-value.
3. For determining useful life, one-half of a similar new asset useful life will be used.

**Federal Program Property**

All acquisitions of federal property must be placed into the Board's inventory, consistent with the above capitalization requirements. In addition, all federal property must be appropriately tagged with the grant name and year, ex: "Title I FY2002".

Publications detailing Capital Asset federal grant regulations:

OMB Circular A-87
OMB Circular A-102
OMB Circular A-110
OMB Circular A-21

**Depreciation**

Depreciation is required for the Board's capital assets. Depreciation is calculated using the Straight-Line Method. The Board calculates depreciation on all capital assets reported in the Board's financial statements other than land, permanent improvements to land and construction-in-progress.

Pro-Rate convention states that fixed assets are acquired throughout an accounting period and, likewise are disposed of throughout an accounting period. The decision as to when depreciation begins or ends is as follows:

Depreciation commences in the month of acquisition and the Book Value is removed in the year of disposal.

The "Book Value" is the original cost less accumulated depreciation.

## Useful Lives

Useful lives of fixed assets are expressed in terms of the probable years of service. The Board has established the following categories of useful lives for its capital assets:

| | |
|---|---|
| Land Improvements | 10 years |
| Buildings & Additions | 20 years |
| Building Improvements | 20 years |
| Furniture, Fixtures, and Equipment | 5 years |
| Computers | 3 years |
| Software | 3 years |

## Fixed Asset System Maintenance

1. Initial identification of qualified fixed assets.
2. Maintaining the data records as required.
3. Assignment of actual cost, useful life and other required information.
4. Determining Book Value for authorized sale items.
5. Initiating the annual physical inventory process.

Management Company Responsibilities

The Board has delegated to the management company the following responsibilities:

1. Ensuring all disposition forms are processed as required in a timely manner.
2. Ensuring that, where necessary, proper reporting of stolen items is communicated.
3. Ensuring an accurate annual inventory be conducted and reported.

## Physical Inventory of Fixed Assets

A periodic physical inventory of fixed assets is necessary for accountability and control. The inventory confirms or refutes the reliability of the property management system.

The inventory taking process is initiated by the Board to:

1. Confirm and validate fixed asset records and/or
2. Comply with legal, auditing/reporting and insurance requirements.

Inventories should take place on a periodic basis (preferably near the fiscal year end), especially for furniture, fixture and equipment characterized as movable.

The actual comparison is the responsibility of the management company. The management company will forward the completed report and a copy of the inventory to the Board for final review and comparison semi-annually.

If a comparison indicates a problem exists or is beginning to develop, additional steps should be taken. These steps may include strengthening current controls to insure all purchases and disposals are recorded, tracking assets not on the listed location to determine if they are improperly recorded elsewhere, retraining inventory takers and/or departments to adhere to fixed asset policies, etc. It is important to follow up on any problem identified to insure it has been corrected.

**Tagging of Assets**

The Management Company shall be responsible for the placement of tags identifying proper Board ownership of all assets purchased at a cost in excess of $5,000.

## State and Federal Funding

**RESOLVED,** that the Board of Directors authorizes WHLS of Ohio, LLC or affiliate to prepare and submit grant applications on its behalf for all state and federal programs for which it is eligible including the following:

Title I (all sections)
Title II-A
Title II-D
Title III LEP
Title IV-A
Title V
IDEA-B
E-Tech Ohio Professional Development Grants
Ohio Department of Education Entry Year Teacher's Program

**FURTHER, BE IT RESOLVED,** that the Board of Directors appoints WHLS of Ohio, LLC or affiliate as its authorized representative for the purpose of grant submissions and subsequent administration. These grants will be managed in concert with the Board's designated Treasurer who must approve grant submissions as part of this process.

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**Summary of Title Programs**

**Title I - Part A: Improving the Academic Achievement of the Disadvantaged.**

**Schoolwide Programs**

An LEA (Local Educational Agency) may use Title I, Part A, funds together with other federal, state, and local funds to upgrade a school's entire educational program. A school that implements a schoolwide program must serve an attendance area in which at least 40 percent of the children are from low-income families or at least 40 percent of the children enrolled in the school are from low-income families. Title I, Part A, Section 1114, contains requirements.

**Targeted Assistance**

Targeted assistance services are provided to a select group of children - those identified as failing, or most at risk of failing, to meet the State Board of Education standards - rather than for overall school improvement, as in schoolwide programs.

The goal of a targeted assistance school is the same as a schoolwide program - to improve teaching and learning to enable Part A participants to meet the State Board of Education standards that all children are expected to master. In Ohio, Title-eligible schools are initially identified and funded as targeted assisted programs. After the first year of Title-eligibility, schools at or above the 40% low-income enrollment threshold may initiate a year-long research-based school reform process involving parental and community participation toward converting to a schoolwide program.

**Eligibility**

A major difference between schoolwide program schools and targeted assistance schools is the requirement that the latter may use Title I, Part A funds only for programs that provide services to eligible children identified as having the greatest need for special assistance.

**Title II-A – Improving Teacher Quality** funds are used for required activities of recruiting, hiring, retaining, professionally developing or advancing teachers. Priorities for the use of these funds are for those schools that have the lowest proportion of highly education teachers (HQT), have the largest class size or are identified for School Improvement under Title 1.

**Title II-D – Enhancing Education through Technology** –Twenty-five percent (25%) of Title II-D funds must be used for professional development in technology. The rest may be used for technology literacy, technology to support school reform, data analysis and management or performance measurement systems.

**Title III LEP- Language Instruction for Limited English – Proficient and Immigrant Students** funds must be used to increase the English Proficiency of LEP students and provide professional development.

**Title IV-A – Safe and Drug-Free Schools and Communities** became part of the NCLB Act of 2001. Funds may be used for programs or activities that prevent violence in and around schools, prevent illegal use of alcohol, tobacco, and drugs; that involve parents and communities in efforts to foster a safe and drug-free learning environment that supports student learning. It is a formula grant that targets resources where they are needed most – based on the relative amount received under Part A of Title 1 for the preceding year (60%) and based on enrollments (40%). The Ohio Department of Education will no longer fund D.A.R.E. programs as part of Title IV funding. D.A.R.E. does not meet the federal requirement set down for principles of effectiveness which states "Programs or activities must be based on scientifically based research demonstrating that the program to be used will reduce violence and illegal drug use."

**Title V – Innovative Programs** funds must be used for innovative programs which include Title II (Highly Qualified Teachers) professional development, materials and technology related to reform, dropout prevention, gifted programs, and community schools, among others.

**IDEA-B – Individuals with Disabilities Education Improvement** – funds are allocated to local education agencies (LEAs) to be used only to pay the excess cost of providing special education and related services to children with disabilities ages 3-21. These funds are to be used to supplement state, local and other federal funds and not to supplant those funds.

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**Summary of eTech Ohio Professional Development Grants**

eTech Ohio was created in July 2005 (*151 v H 66)* to merge the technology functions and support provided by the Ohio Educational Telecommunications Network Commission (OET) and the Ohio SchoolNet Commission (OSNC). The 13-member eTech Ohio Commission

includes nine voting members, comprised of the Director of the Office of Information Technology, the Superintendent of Public Instruction, and the Chancellor of the Board of Regents, or their designees, and six private citizens - four appointed by the Governor and two appointed by the President of the Senate and the Speaker of the House. Non-voting members include two House appointees (one each from the minority and majority parties) and two appointed by the Senate (one each from the minority and majority parties).

Ohio public schools, joint vocational schools, educational services centers, the Ohio School for the Blind, the Ohio School for the Deaf, the Ohio Department of Youth Services and community schools that have been in operation and serving students for at least one school year are eligible for eTech Professional Development Grants.

eTech Ohio's Professional Development Grant program provides funding to assist Ohio educational entities in making available instructional technology professional development that will provide teachers with the knowledge and skills needed to use instructional technology as a powerful teaching and learning tool and will provide administrators with the knowledge and skills needed to advance the adoption and effective use of educational technology in Ohio schools.

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**Summary of the Ohio Department of Education Entry-Year Teacher Program.**

Ohio's Entry-Year Teacher Program provides direct assistance to Ohio's beginning teachers. Teachers, counselors and principals who are new to their professions are subject to entry-year programs that strengthen and monitor their performance and progress. Beginning July 1, 2002, school districts, chartered community schools, and chartered non-public schools have been required to provide a formal, structured program of support, including mentoring, to all entry year teachers and principals. (Ohio Administrative Code 3301-24-04).

Each year the Ohio Department of Education makes available to school districts, chartered community schools, and chartered non-public schools an allocation of funds to help support Entry-Year Teacher support programs.

Reference:
OAC 3301-24-04

Part III:
ODE Financial Form and Budgets

1. School Profile FY2012
2. Current Five Year Forecast
3. Board Approved FY12 Budget (Spending Plan)
4. Vendor Information Form
5. W-9
6. Direct Deposit Authorization Form

# CENTER FOR SCHOOL OPTIONS and FINANCE
## SOES Profile Form - FY 2012

School Name: Garfield Academy IRN#: 012668

School Phone: 330-454-3128 School Fax: 330-454-3145

Resident District where school is located: Canton ~~Local~~ City School District

| | |
|---|---|
| Name of Financial Contact/SOES Administrator: Angela Neeley | Fiscal Officer |
| Financial Contact/SOES Administrator's E-mail address:Angela.Neeley@Whitehatmgmt.com | |
| Financial Contact/SOES Administrator's Phone: 330-252-8893 | |
| Financial Contact/SOES Administrator's Fax: 330-252-8893 | |

**This individual should be the person responsible for the accuracy of the financial data as reported. This individual will also have the responsibility of maintaining the user accounts for the school in the SOES.*

**SCHOOL YEAR – FISCAL YEAR 2012 (July1, 2011-June 30, 2012)**

Please Circle Reporting Units: **Days** (**Hours X**)

Total Number of Days or Hours in the School Year (Total Annual Membership Units):1020

Number of Days School is in Session (Number of Instructional Days): 170

Number of Instructional Hours Per Day:6

First Day of School Year: 8/23/2011 Last Day of School Year:5/23/2012

| | | | | | |
|---|---|---|---|---|---|
| Kindergarten Program: | ☐ | Do not offer | ☐ | Half-Day Program | ☒ Full-Day Program |

Wendy Rydarowicz
Print Name - School Administrator

Wendy Rydarowicz
Signature - School Administrator

Superintendent
Title

Sponsor Organization: Buckeye Community Hope Foundation

Peggy Young
Print Name - Sponsor Representative

Peggy Young
Signature - Sponsor Representative

6/14/11
Date

*By signing this document you attest to the fact that you have authorized the modifications and the information submitted is accurate.*

***FAX TO (614) 466-8700, Attention: SOES***

# FIVE YEAR FORECAST

Revised 10/6/2010
IRN No.

Mahoning

## Garfield Academy

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended June 30, 2012 through 2016

| | Fiscal Year 2012 | Fiscal Year 2013 | Fiscal Year 2014 | Fiscal Year 2015 | Fiscal Year 2016 |
|---|---|---|---|---|---|
| **Operating Receipts** | | | | | |
| State Foundation Payments (3110, 3211) | $1,837,500 | $1,874,250 | $1,911,735 | $1,949,970 | $1,988,969 |
| Charges for Services (1500) | 0 | 0 | 0 | 0 | 0 |
| Fees (1600, 1700) | 0 | 0 | 0 | 0 | 0 |
| Other (1830, 1840, 1850, 1860, 1870, 1890) | 0 | 0 | 0 | 0 | 0 |
| **Total Operating Receipts** | 1,837,500 | 1,874,250 | 1,911,735 | 1,949,970 | 1,988,969 |
| **Operating Disbursements** | | | | | |
| 100 Salaries and Wages | 0 | 0 | 0 | 0 | 0 |
| 200 Employee Retirement and Insurance Benefits | 0 | 0 | 0 | 0 | 0 |
| 400 Purchased Services | 2,226,004 | 2,270,524 | 2,315,935 | 2,362,253 | 2,409,498 |
| 500 Supplies and Materials | 0 | 0 | 0 | 0 | 0 |
| 600 Capital Outlay -New | 0 | 0 | 0 | 0 | 0 |
| 700 Capital Outlay - Replacement | 0 | 0 | 0 | 0 | 0 |
| 800 Other | 0 | 0 | 0 | 0 | 0 |
| Total Operating Disbursements | 2,226,004 | 2,270,524 | 2,315,935 | 2,362,253 | 2,409,498 |
| Excess of Operating Receipts Over (Under) Operating Disbursements | (388,504) | (396,274) | (404,200) | (412,284) | (420,529) |
| **Nonoperating Receipts/(Disbursements)** | | | | | |
| Federal Grants (all 4000 except fund 532) | 395,229 | 403,134 | 411,196 | 419,420 | 427,809 |
| Federal Fiscal Stabilization/Ed Jobs Grant | 0 | xxxxxx | xxxxxx | xxxxxx | xxxxxx |
| State Grants (3200, except 3211) | 0 | 0 | 0 | 0 | 0 |
| Donations (1820) | 0 | 0 | 0 | 0 | 0 |
| Interest Income (1400) | 100 | 101 | 102 | 103 | 104 |
| Debt Proceeds (1900) | 0 | 0 | 0 | 0 | 0 |
| Debt Principal Retirement | 0 | 0 | 0 | 0 | 0 |
| Interest and Fiscal Charges | 0 | 0 | 0 | 0 | 0 |
| Transfers - In | 0 | 0 | 0 | 0 | 0 |
| Transfers - Out | 0 | 0 | 0 | 0 | 0 |
| Total Nonoperating Revenues/(Expenses) | 395,329 | 403,235 | 411,298 | 419,523 | 427,913 |

ATTACHMENT 9
PAGE 21

# FIVE YEAR FORECAST

| | Fiscal Year 2012 | Fiscal Year 2013 | Fiscal Year 2014 | Fiscal Year 2015 | Fiscal Year 2016 |
|---|---|---|---|---|---|
| Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements | 6,825 | 6,960 | 7,099 | 7,240 | 7,383 |
| Fund Cash Balance Beginning of Fiscal Year | 0 | 6,825 | 13,785 | 20,884 | 28,124 |
| Fund Cash Balance End of Fiscal Year | $6,825 | $13,785 | $20,884 | $28,124 | $35,507 |

**Disclosure Items for State Fiscal Stabilization Funds**

| | | | | | |
|---|---|---|---|---|---|
| Personnel Services SFSF | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx |
| Employees Retirement/Insurance Benefits SFSF | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx |
| Purchased Services SFSF | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx |
| Supplies and Materials SFSF | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx |
| Capital Outlay SFSF | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx |
| Total Expenditures - SDFSF | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx | xxxxxxxxxx |

**Assumptions**

The budget is based on 250 FTE's for FY2012.
The base per pupil amount used is $5,646.
Beginning with FY2013, revenues and expenses are increased by 2% each year, interest is increased by 1% each year.

ATTACHMENT 9
PAGE 22

**Operating Budget**
**Fiscal Year 2011-2012**
**Garfield Academy**
250
Students

| | | Original Budget |
|---|---|---|
| ***Operating Revenues:*** | | |
| State Aid | $ | 1,837,500 |
| **Total Operating Revenue** | $ | 1,837,500 |
| ***Operating Expenses:*** | | |
| Purchased Services: Mgt Fees | $ | 1,745,625 |
| Purchased Services: Grant Programs | $ | 383,229 |
| Food Service | $ | 12,000 |
| Sponsorship Fees | $ | 36,750 |
| Legal | $ | 8,500 |
| Auditing & Accounting | $ | 6,500 |
| Insurance | $ | 2,500 |
| Board of Education | $ | 30,000 |
| Advertising | $ | 650 |
| Miscellaneous | $ | 250 |
| **Total Operating Expenses** | $ | 2,226,004 |
| ***Non-Operating Revenue*** | | |
| Grants | $ | 383,229 |
| Food Service | $ | 12,000 |
| Interest Income | $ | 100 |
| **Total Non-Operating Revenue** | $ | 395,329 |
| **Change in Net Assets** | $ | 6,825 |
| **Unrestricted Net Assets, July 1, 2011** | $ | - |
| **Unrestricted Net Assets, June 30, 2012** | $ | 6,825 |

# Per Pupil Expenditure Worksheet

School Name: Garfield Academy

Sponsor:

IRN: County: Stark

**FY2012**

| A. Basic Formula | X | Estimated number of students | = | Formula Total |
|---|---|---|---|---|
| $ 5,646.00 | X | 250 | = | $ 1,411,500 |

| | | |
|---|---|---|
| B. Estimated Revenue from PBA Family Services | = | $ 37,000 |
| C. Estimated Revenues from Special Education Weighted Funds | = | $ 100,000 |
| D. Sum of Estimated FY Annual Revenues | = | $ 1,548,500 |
| E. Total number of Students | | 250 |

Total Per Pupil Expenditure = Sum of Estimated FY Annual Revenues/ Total number of Students

Total Per Pupil Expenditure: $ 6,194

# VENDOR INFORMATION FORM

All applicable parts of the form must be completed by the vendor and returned to Ohio Shared Services signed.

## SECTION 1 – PLEASE SPECIFY TYPE OF ACTION

- [x] NEW (W-9 OR W-8ECI FORM ATTACHED)
- [ ] ADDITIONAL ADDRESS (PROVIDE COPY OF INVOICE OR LETTER)
- [ ] CHANGE OF ADDRESS (PROVIDE ADDRESS TO BE REPLACED IN THE COMMENTS BOX ON NEXT PAGE)
- [ ] CHANGE OF TIN (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)
- [ ] CHANGE OF NAME (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)
- [ ] CHANGE OF PAYTERMS
- [ ] CHANGE OF CONTACT
- [ ] CHANGE OF PO DISPATCH METHOD

## SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION

LEGAL BUSINESS NAME: (MUST MATCH W-9 OR W-8ECI FORM)

Garfield Academy, Inc.

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)

Garfield Academy

TAXPAYER ID # (TIN):

45-1258812

BUSINESS ENTITY: NOTE: IF SOLE PROPRIETOR, THE INDIVIDUAL'S NAME MUST APPEAR IN LEGAL BUSINESS NAME

- [ ] CORPORATION
- [ ] PARTNERSHIP
- [ ] SOLE PROPRIETOR
- [x] NON PROFIT
- [ ] INDIVIDUAL
- [ ] OTHER (PLEASE EXPLAIN)

INDUSTRY CLASSIFICATION:

- [ ] STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE 6 1 1 1 1 0
- [ ] NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE

## SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS

| ADDRESS: | COUNTY: | |
|---|---|---|
| 1379 Garfield Avenue SW | Stark | |
| CITY: | STATE: | ZIP CODE: |
| Canton | Ohio | 44706 |

**SECTION 4 – REMIT TO ADDRESS (IF DIFFERENT THAN ABOVE)**

ADDRESS:

CITY: | STATE: | ZIP CODE:

**SECTION 5 – CONTACT INFORMATION AND PERSON TO RECEIVE PURCHASE ORDER**

NAME: Angela Neeley

WEB SITE:

PHONE: 330-252-8893 | FAX: 330-252-8893 | E-MAIL: aneeley@whitehatmgmt.com

**SECTION 6 – IS YOUR BUSINESS CURRENTLY CERTIFIED AS? (PLEASE CHECK)**

☐ MBE (MINORITY BUSINESS ENTERPRISE) ☐ EDGE (ENCOURAGING DIVERSITY, GROWTH, & EQUITY) ☐ N/A

**SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE, OTHERWISE NET 30 WILL BE APPLIED BY DEFAULT)**

☐ 2/10 NET 30 ☐ NET 30 ☐ NET 45 ☐ NET 60 ☐ NET 90

**SECTION 8 – PURCHASE ORDER DISTRIBUTION-OTHER THAN USPS MAIL (INPUT E-MAIL ADDRESS OR FAX # BELOW)**

E-MAIL: aneeley@whitehatmgmt.com

FAX: 330-252-8893

**SECTION 9 – PLEASE SIGN & DATE**

SIGNATURE: Angela M. Neeley | DATE: 3/30/11

**SECTION 10 – AGENCY CONTACT INFORMATION**

AGENCY NAME:

PHONE NUMBER: | E-MAIL:

COMMENTS:

**SUBMIT FORM TO:**

**Mail:** Ohio Shared Services
4310 E. Fifth Ave. Columbus, OH 43219
**Fax number:** (614) 485-1039
**E-mail:** vendor@ohio.gov

**QUESTIONS? PLEASE CONTACT:**

**Phone:** 1 (877) OHIO - SS1 (1-877-644-6771)
1 (614) 338-4781
**E-mail:** vendor@ohio.gov

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Garfield Academy, Inc.

Business name, if different from above
Garfield Academy

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☑

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1379 Garfield Avenue SW

Requester's name and address (optional)

City, state, and ZIP code
Canton, OH 44706

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___

or

Employer identification number
45 1258812

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ▶ Angela M. Neeley — Date ▶ 3/30/11

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**Attachment 10**

Certificate of Required Liability Insurance Coverage

WHLSO-1 OP ID: TB

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/28/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|---|---|
| PRODUCER<br>The O'Neill Group<br>111 High Street<br>Wadsworth, OH 44281<br>Tom Van Auker, CPCU, ARM, CIC | 330-334-1561<br>330-336-5697 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS: | FAX (A/C, No): |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED<br>WHLS of Ohio LLC<br>159 S Main Street<br>Akron, OH 44308 | | INSURER A : Ohio Casualty Insurance | 22659 |
| | | INSURER B : General Star National Ins. | |
| | | INSURER C : | |
| | | INSURER D : | |
| | | INSURER E : | |
| | | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | | | CBP9885607 | 08/01/11 | 08/01/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>300,000<br>15,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | CBP9885607 | 08/01/11 | 08/01/12 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 1,000,000 |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | IUG406135C | 08/01/11 | 08/01/12 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | CBP9885607 | 08/01/11 | 08/01/12 | WC STATU-TORY LIMITS X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |
| A | Property | | | CBP9885607 | 08/01/11 | 08/01/12 | Blanket<br>Bldg & PP | | 36,689,476 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured: BHA Canton LLC DBA Garfield Academy, Garfield Academy Inc., 1379 Garfield Avenue SW, Canton, OH, 44706, the Governing Board, its employees and Buckeye Community Hope Foundation.

CERTIFICATE HOLDER

BUCK-06

Buckeye Community
Hope Foundation
3021 E. Dublin-Granville Rd.
Columbus, OH 43231

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T. Van Auker

ATTACHMENT 10
PAGE 1

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ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/18/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|---|---|
| PRODUCER<br>The O'Neill Group<br>111 High Street<br>Wadsworth, OH 44281<br>Tom Van Auker, CPCU, ARM, CIC | 330-334-1561<br>330-336-5697 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS: | FAX (A/C, No): |
| INSURED<br>Garfield Academy Inc.<br>159 S. Main St.<br>Akron, OH | | INSURER(S) AFFORDING COVERAGE<br>INSURER A: National Union Fire Insurance<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: | NAIC #<br><br><br><br><br><br> |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | ☐ WC STATU-TORY LIMITS ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A | | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | School Leaders<br>Errors & Omissions | | | 01-957-05-08 | 06/15/11 | 06/15/12 | | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

Master Certificate

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T. Van Auker

ATTACHMENT 10
PAGE 2

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**Attachment 11**

Closing Procedures

Ohio Department of Education ... Policy and Guidance

*Community Schools Guidance Document #2011-3*
*Effective Date: Ongoing*
*Updated: March 9, 2011*

# Community School Closing Procedures

## Objective

To assure that procedures are in place and are used by a community school governing authority and sponsor when the school permanently closes and ceases operation, and shall include at least procedures for data reporting to the department, handling of student records, distribution of assets, and other matters related to ceasing operation of the school.

## Policy

Sponsors must provide and execute a plan for an orderly winding-up of a community school's affairs upon a permanent closure of a community school, preferably prior to the school closing its doors. A school is officially closed when instruction is no longer taking place. Sponsors and a representative of the governing board are required to complete and sign the *Assurance to ODE Form* attached to this guidance letter. The role of the sponsor in this process is to assure that the governing authority of the community school has taken required actions to properly address closing issues and/or to take those actions itself if the governing authority is no longer able or functioning. Inasmuch as a plan for school closure is a required part of the school's contract with the sponsor, final preparations as part of that plan should be in place prior to the last day students are in attendance.

## Guidance

This guidance letter provides an easy-to-use *Assurance to ODE Form*. By completing this assurance, sponsors attest that proper notifications have occurred, records have been properly distributed, assets have been properly disposed with dates recorded in the cells indicated, and that a final FTE review and the final state audit has been or will be scheduled within 30 days of the closure of the school. The sponsor shall be in touch with the Auditor of State to request that the final audit is scheduled so that this timeline can be met.

There are four sections that comprise the community school sponsor Assurance to ODE Form. These sections, *Initial Notifications*, *Student Records and School Records*; *Disposition of Assets;* and *Preparation of Itemized Financials,* are to be completed as soon as practicable after the closure of the school. In the event that refunds are generated at a later date, the Sponsor shall follow the instructions in Part IV and complete the section *Final Payments and Adjustments*.

Sponsors must collaborate with ODE in assuring that the final FTE review and final state audit are scheduled within 30 days of closure of the school. Sponsors must also sign the assurance form and submit it to the Office of Community Schools. In those circumstances where certain parts of the assurances cannot be completed due to conditions that impede the submission of complete assurances, the sponsor shall notify the Office of Community Schools and arrange for a supplement of the assurances to be turned in at a later date.

## Records

As more fully described in this guidance, sponsors are required to secure all school records that are needed by the Ohio Department of Education, U. S. Department of Education, Ohio Auditor of State and other interested entitites in order to close the school as well as generate a final FTE review and final audit. Records generally describe particular information that is maintained and kept for the proper administration of the school, and includes student, staff, and administrative/financial information.

Student records, normally found in permanent record folders that are necessary for these reviews and audits, include attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; two (2) SOES reports, one with names and SSID numbers, and one with SSID numbers only; special education folders; and other such information that may be maintained and kept in a student permanent record folder.

Staff records, including employment agreement or contract; salary and benefits information; attendance and leave information; employee licenses; LPDC status and record of continuing education; and other such information that may be maintained in an employee record folder.

Administrative/financial records, including lease or rental agreement; deed if property is owned; inventories of furniture and equipment, including purchase price, source of funds for payment, date purchased, and property tag number; bank and financial reports, including all financial statements created by the fiscal officer; bank statements and checks; schedule of unpaid debt detailing amount, vendor and date of obligation; invoices, receipts, vouchers, and purchase orders that detail expenditures, grant records, including detail of federal and state grant awards and final expenditure reports, contracts; and other such information that may be maintained to serve as the administrative/financial records for the school.

All such records are to be secured by the sponsor prior to closing and shall be maintained until such time as detailed under records retention requirements. In the case of student records, see in particular the procedures detailed in Initial Notifications, Student Records and School Records on the Assurance Form.

## References

Ohio Revised Code (ORC) 3314.015 "(E): The department shall adopt procedures for use by a community school governing authority and sponsor when the school permanently closes and ceases operation, which shall include at least procedures for data reporting to the department,

handling of student records, distribution of assets in accordance with section 3314.074 of the Revised Code, and other matters related to ceasing operation of the school."

## Attachments

*Assurance to ODE Form*

## Assurances Documents – Submit To

Office of Community Schools
Ohio Department of Education
25 South Front St., Mail Stop 307
Columbus, Ohio 43215-4183
(614) 752-5551 (Fax) (614) 466-8506

Ohio | Department of Education

# Assurance to ODE Form

| I. Initial Notifications, Student Records and School Records | |
|---|---|
| **Completion Date** | **Mandatory Task** |
| | *To the extent that the school governing authority is unable or unwilling to execute its responsibilities in effecting an orderly closure of the school, the sponsor shall assume part or all of such tasks as are hereinafter described.* |
| | Notify ODE that the school is closing and send the board resolution or sponsor notice within 24 hours of the action. The school is closed when instruction of students has ceased. |
| | Notify the Ohio State Teachers Retirement System and School Employees Retirement System. |
| | The sponsor shall take control of and secure all school records, property and assets immediately when the school closes: |
| | 1. Student records shall be put into order and transcript materials produced immediately; |
| | 2. A final FTE review shall be requested while student records are on site at the closed school and original student records shall be retained for the final state audit; |
| This section is awaiting clarification of the need by AOS to have original student records in place for examination. | 3. Copies of student records shall be provided by the school's Chief Administrative Officer to all resident districts within seven business days of closure of the school as defined in section 3314.44 of the revised code; original records shall be sent by the sponsor to resident districts upon completion of the final state audit. In the interim, sponsors retain original records until completion of the audit. |
| | 4. Special education records shall be provided directly to receiving school special education administrators for all students with disabilities, particularly for students with physical needs or low incidence disabilities. |
| | In concert with the governing authority, notify the school's staff of the decision to close the school: |
| | 1. Provide a clear written timeline of the closing process; |
| | 2. Ensure that STRS and SERS contributions are current; |
| | 3. Clarify COBRA benefits and when medical benefits end; |
| | 4. Remind the faculty of their obligation to teach up to the date of closing or otherwise determine that the school is properly staffed |

| | |
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| | up to the time of closing; |
| | 5. Ensure that each faculty's LPDC information is current and available to the teachers; |
| | 6. Provide sponsor contact person information to all staff. |

| II. Disposition of Assets | |
|---|---|
| **Disposition Process** | |
| **Completion Date** | **Mandatory Task** |
| | *To the extent that the school governing authority is unable or unwilling to execute its responsibilities in effecting an orderly closure of the school, the sponsor shall assume part or all of such tasks as are hereinafter described.* |
| | If the governing authority does not retain a treasurer to oversee the remaining financial activity, the sponsor, as may be provided for in the community school contract with the governing authority, shall act as or appoint a receiver to oversee the closing of the financial records in the absence of a treasurer. |
| | **Keep State and Federal assets separated for purposes of disposition. Federal dollars cannot be used to pay state liabilities.** Account for all school property throughout the closing process by distinguishing state from federal dollars: |
| | 1. Review the financial records of the school; |
| | a. Establish the fair market (initial and amortized) value via fixed assets policy, for all fixed assets; |
| | b. Establish check off list of purchasers with proper USAS codes, state codes, the price of each item and identify the source of funds; |
| | c. Identify staff who will have legal authority for payment processes (e.g. checks, cash, credit cards, etc.); |
| | d. Establish disposition plan for any remaining items; |
| | e. Identify any State Facilities Commission guarantees. |
| | Prepare documentation for disposition of the school's fixed assets: |
| | 1. Consistent with section 3314.051, offer **real property** acquired |

| | |
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| | from a public school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner below. |
| | 2. For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at $5,000 or greater; |

| **II. Disposition of Assets, *continued*** | |
|---|---|
| **Completion Date** | **Mandatory Task** |
| | 3. Public Charter School Program. PCSP assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets: |
| | a. Notify Office of Community Schools, then public media (print media, radio) of the date and location of any property disposition auction; |
| | b. Follow EDGAR liquidation procedures in 34 CFR 80.32 for items valued at $5,000 or greater; |
| | c. Provide board resolutions and minutes of any assets transfered at no cost to another school; |
| | e. Provide OCS with a written report of the property, and if available, a bill of sale; |
| | f. After the above steps have been taken, any remaining assets may be offered to any public school district with documented board resolutions by the community school and the accepting district. |
| | 4. National School Lunch Program. Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office of Safety, Health and Nutrition. Contact OSHN prior to proceeding with any liquidition of equipment. |
| | 5. Technology. Return to eTech (formerly Ohio SchoolNet) hardware and software acquired with eTech grants. |
| | Utilize only state dollars, auction proceeds, foundation dollars and any other **non-federal** dollars to pay the following in order: *[See Note 1 Below]* |
| | 1. STRS/SERS/retirement systems and other adjustments, including Medicare, Workers Compensation, and city wage taxes. If |

| | |
|---|---|
| | applicable, provide documentation of any Workers Compensation claims. |
| | 2. Teachers and staff; |
| | 3. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs (prepared financials); [*See Note 2 Below*]. |
| | 4. Any remaining funds shall be forwarded to ODE for redistribution to resident school districts consistent with ORC 3314.074 (A) |
| | 5. If the assets of the school are insufficient to pay all persons or entities to whom compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance section 3314.074 and Chapter 1702 of the Ohio Revised Code. |
| | NOTE 1: Federal dollars can be used to pay the teacher costs and STRS/SERS/retirement costs for any employees who were paid from federal funds when the school was open.<br><br>NOTE 2: Audit preparation costs can be paid from federal funds under certain conditions. Contact the Office of Grants Management for specific guidance before applying any costs against federal funds to support audit costs. |

| III. Preparation of Itemized Financials | |
|---|---|
| **Completion Date** | **Mandatory Task** |
| | *To the extent that the school fiscal officer is unable or unwilling to perform his/her responsibilities in effecting an orderly closure of the school, the sponsor shall assume part or all of such tasks as are hereinafter described.* |
| | Review and prepare the following itemized financials: |
| | 1. Year-end financial statements, notes to the financial statements and if applicable schedule of federal awards; |
| | 2. A cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date); |
| | 3. Compile bank statements for the year; |
| | 4. List of investments in paper hard copy format |
| | 5. List of all payables and indicate when a check to pay the liability clears the bank; |
| | 6. List all unused checks (collect and void all unused checks); |
| | 7. List of any petty cash; |
| | 8. List of bank accounts, closing the accounts once all transactions |

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|---|---|
| | are cleared; |
| | 9. List of all payroll reports including taxes, retirement or adjustments on employee contract. |
| | 10. List of all accounts receivable. |
| | 11. List of assets and their disposition. |
| | 12. Final FTE audit information. |
| | Arrange for and establish a date for the Auditor of State to perform a financial closeout audit. |

## IV. Final Payments and Adjustments

| Completion Date | Mandatory Task |
|---|---|
| | *To the extent that the school fiscal officer is unable or unwilling to perform his/her responsibilities in effecting an orderly closure of the school, the sponsor shall assume part or all of such tasks as are hereinafter described.* |
| | The sponsor shall continually monitor the condition of the closed school and be prepared to receive or transmit funds on behalf of the school as directed by an appropriate agency. Receipt of funds can happen more than a year after a school's closure, and the sponsor must be agile in serving as the recipient of such funds and adjustments. |
| | 1. Receive any funds or adjustments credited to the account of the closed school. |
| | 2. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt; |
| | 3. Send all or the remaining portion to the Ohio Department of Education, Office of Policy and Payments, for final disposition. |

The sponsor and school governing authority representative identified below have completed the above school closing assurances.

School Name: _____

Sponsor Name: _____

Sponsor Representative: _____ Date: _____

Governing Authority Representative _____ Date: _____

**Please submit to:**

Office of Community Schools
25 South Front St., Mail Stop 307
Columbus, Ohio 43215-4183
(614) 752-5551 (Fax) (614) 466-8506

**Attachment 12**

Management Agreements, if appropriate

# MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this —— day of March, 2011, by and between BHA Canton, LLC, a Nevada limited liability company (the "Operator") and Garfield Academy Inc., an Ohio not-for-profit corporation (the "Corporation"), which is governed by its Board of Directors (the "Board").

WITNESSETH:

WHEREAS, the Corporation is organized as an Ohio nonprofit corporation under Chapter 1702 of the Ohio Revised Code and the Corporation has entered and into a Community School Contract dated _____, 2011 (the "School Contract") with Buckeye Community Hope Foundation (the "Sponsor"), pursuant to which the Corporation is authorized to operate a community school under Chapter 3314 of the Ohio Revised Code (the "School").

WHEREAS, the Operator has developed an educational model which it utilizes to manage and operate a unique group of schools called "Brighten Heights and HOPE Academy" as more fully described in Exhibit A attached hereto and incorporated herein by reference (together with any future improvements, alterations or refinements thereto, the "Model"), and provides management services to community or charter schools throughout the State of Ohio and in other states, including educational, managerial, financial and other consulting services.

WHEREAS, the Corporation desires the Operator to provide such requisite management, educational, financial and other consulting services necessary to operate a community school all in accordance with the School Contract;

WHEREAS, the Operator desires to provide the aforementioned services and other expertise referenced herein;

WHEREAS the Corporation desires to contract with the Operator to provide the services and functions detailed herein, the Board agrees to evaluate the Company's performance utilizing a "how well" analysis instead of a "how will" analysis. Said analysis shall be mutually agreeable to both parties and must be permissible by law; and

WHEREAS the Operator desires to be evaluated on the aforementioned standard.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** This Agreement shall have an initial term of four (4) five (5) years, commencing on March 10, 2011, and ending on June 30, 2015, unless sooner terminated as provided for herein. Thereafter, this Agreement shall automatically renew for two successive five (5) year terms unless one party notifies the other party not less than six (6) months prior to the expiration of the then current term of its intention not to renew this Agreement. In the event that the School Contract is terminated or not renewed for any reason and no similar contract is obtained from the Sponsor or another authorized sponsor, this Agreement shall terminate at the completion of the then-current school year.

2. **The School Contract.** The Corporation shall be responsible for its own corporate governance and operation in accordance with applicable law. In order to assist the Corporation in carrying out the terms of the School Contract, the Corporation hereby contracts with the Operator to provide the Model and any and all functions, equipment, supplies, facilities, services and labor relating to the provision of education, management and day-to-day operation of the School as provided for herein.

In providing services required by this Agreement, the Operator must observe and comply with all applicable federal, state and local statutes, and the requirement that the Corporation qualify as a "public benefit corporation" as defined in R.C. § 1702.01(P). The Operator shall be responsible and accountable to the Board for the administration, operation and performance of the School in accordance with the School Contract, except for the Corporation's accounting, financial reporting and audit functions which will be performed by the designated fiscal officer hired by the Corporation at its own expense at a rate not to exceed industry standard amounts as agreed upon by the Operator and the Corporation. If the Corporation appoints the Operator as its designated fiscal officer, the Operator shall provide such accounting, financial reporting and audit functions for no additional cost or fee. The Corporation shall not amend the School Contract in a manner which would materially affect the responsibilities and obligations between the Operator and the Corporation during the term of this Agreement without the Operator's approval.

3. **Management Services.** The School further contracts with the Operator, to the extent permitted by law, to provide the functions outlined below relating to the provision of educational services and the operation of the School. The Operator will provide the School the following services:

(a) **Objectives for Academic Progress.** The Operator shall report academic progress consistent with the provisions of the School Contract to the Board annually with regular updates provided at Board meetings if so requested by the Board.

(b) **Curriculum Development.**

(i) The Operator shall provide and select all curricula. The Operator shall provide curriculum that is aligned with the state standards applicable to the School, and shall monitor and continuously assess the curriculum and standardized testing procedures.

(ii) The Operator shall evaluate and assess the School's accountability system on an annual basis. The Operator may from time to time redefine, modify and/or replace curriculum models and testing procedures.

(iii) The Operator shall annually identify its gifted education and special education plans to the Board consistent with the provisions of the School Contract and shall report to the Board at regular meetings and seek the Board's approval of any material changes or modifications to the programs.

(c) **Staffing of School Level Positions and Professional Development.**

(i) The School Administrator and teachers are employees of the Operator, and as such, the Operator shall make all decisions regarding hiring, termination, staffing composition, training, and professional development, except that the Corporation may at its discretion appoint a Director or a Board Committee to work with the Operator in the hiring process for the selection of the School Admistrator, including being present during interviews. The Operator has final approval and authority to make a determination as to the appropriate Administrator.

(ii) The Operator shall establish and maintain on a continuous basis such teacher development programs to define teacher qualifications and performance requirements as the Operator deems appropriate. The Operator shall similarly implement a professional development program aimed at improving the effectiveness of each teacher's ability to help students' learning, in general.

(iii) The Operator shall coordinate ongoing teacher training with respect to technology; and shall provide training in its methods, curriculum, and programs on a regular and continuous basis.

(iv) Non-instructional personnel shall receive such training as the Operator determines to be reasonably necessary from time to time.

(d) **School Facility and Facility Management.**

(i) The Operator will provide a facility for the School. The Operator intends for the School to initially be located at 1379 Garfield Avenue, SW Canton, Ohio, 44706 or such other facility as shall be selected by the Operator. During the term of this Agreement, the School Facility shall be used only to carry out the terms and conditions of the School Contract, educational purposes not inconsistent with the School Contract and other uses which do not violate the School Contract, do not conflict with applicable laws, and do not conflict or interfere with the operation of the School or the safety and security of the School and its students.

(ii) The Operator shall be responsible for maintenance, custodial and security services for the School Facility.

(iii) The Operator shall be responsible for making reasonable improvements to the School Facility as needed for the School's operation, safety, health and welfare of the School's students. All upkeep and improvements shall be made in accordance with applicable law and reasonable Sponsor mandates. Said improvements shall be made in a timely and reasonable manner.

(iv) Upon the recommendation of the Operator and subject to approval by the Board, which approval shall not be unreasonably withheld, the Operator may increase or decrease the size of the School Facility or move the School Facility to another location by leasing or purchasing a suitable facility for the School's operations as defined by State and Federal Law and in compliance with the School Contract..

(v) In the event the School Facility or any portion thereof is determined to be or becomes unsafe or otherwise unsuitable for the School's operations to the extent that use thereof must cease immediately, the Operator may relocate some or all of the School operations to another suitable location on a temporary or permanent basis, as required by the circumstances, without first obtaining the Board's approval under (iv) above. The Operator shall notify the Board and the Sponsor immediately in the event of any such relocation and shall, in a timely fashion, provide the Board and the Sponsor with reasonable proof that the alternate location is a suitable facility for the School's operations as defined in the School Contract.

(vi) The Operator shall annually report on changes in the location, physical facility layout and capital improvements involved with the School Facility.

(e) **Equipment, Technology, and Operational Support Services.**

(i) The Corporation shall make all furniture, computers, equipment, and other personal property currently owned or hereafter acquired by it for use in the operation of the School, available to the Operator throughout the term hereof for continued use in the operation of the School. The Operator shall negotiate the terms of the purchase or lease of any additional furniture, computers, software, equipment, and other personal property necessary for the operation of the School. The Operator shall purchase or lease all furniture, computers, software, and other personal property necessary for the operation of the School which is not provided by the Corporation. If equipment is purchased on behalf of the Corporation using funding specifically provided by the Corporation pursuant to Section 7(e)(ii), it will be titled in the Corporation's name instead of the Operator's name. However, in no event shall any of the Continuing Fee or any operational grant funds be used for the purchase of Corporation-titled equipment.

(ii) The Operator shall consummate the purchase or lease of the equipment and from the time of the purchase or lease and at all times thereafter, manage and maintain the equipment in proper working order. The foregoing shall not limit the Operator's ability to sell, scrap or dispose of its own equipment which is obsolete, unneeded, excessive, broken or inoperable as determined by the Operator in its sole discretion.

(iii) The Operator shall provide to the Board as requested, access to the Operator's supply sources (including supply sources of affiliates of the Operator) to obtain centralized purchasing discounts for the School where applicable.

(f) **Management and Management Consulting.** It is the responsibility of the Operator to perform as follows:

(i) Perform all functions pertaining to school operations and day-to-day management of the School, in accordance with the School Contract.

(ii) Provide the Model, curriculum and program development as discussed in this Agreement and the School Contract.

(iii) Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations of the School or as required by the School Contract;

(iv) Perform advisory services regarding special education and special needs students, programs, processes and reimbursements through the Operator's Special Education Department;

(v) Provide all data information management services, testing, and testing analysis required by law or otherwise deemed necessary or useful by the Operator and provide the same to the Sponsor if required by the School Contract;

(vi) Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Operator;

(vii) Provide marketing services as described in Exhibit B attached hereto and incorporated herein.

(g) **Student Recruitment.** The Operator shall be responsible for the recruitment and enrollment of students at levels that it determines optimal, subject to the Operator's general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the School Contract and in compliance with all applicable federal, state and local law.

(h) **School Level Policies.** The Operator shall propose and the Board shall adopt reasonable policies applicable to the School, which shall be consistent with this Agreement, Neither party may unilaterally adopt or impose any rules, regulations or procedures, or amendment or supplements to any of the foregoing without the prior written approval of the other party.

(i) **Authority.** The Operator shall have the authority and power necessary to undertake its responsibilities described in this Agreement.

(j) **Subcontractors.** The Operator reserves the right to subcontract services to be provided hereunder without the Board's approval; provided however that Board approval shall be required in the event the aggregate annual cost of any individual service exceeds 50% of the Continuing Fee. The Operator shall be solely responsible for all costs, expenses, and fees associated with such subcontractors.

4. **Purchases with Corporation Funds.** Any property purchased by the Operator on behalf of the Corporation with the Corporation's funds, such as curriculum materials, books and supplies, and equipment which, by the nature of the funding source, must be titled in the Corporation's name will be the property of the Corporation; provided that the Corporation must fund the purchase of such Corporation-titled assets with grants for that specific purpose or from other funds available to the Corporation. In no event shall any of the Continuing Fee, any separate funds belonging to the Operator or any operational grant funds be used for the purchase of Corporation-titled equipment. The Operator shall permanently mark or tag with a number any property owned by the Corporation in accordance with School policy and keep an inventory of said property.

5. **Insurance and School Responsibilities.**

(a) **The Operator.** The Operator shall at its expense, maintain such commercial general liability insurance and other insurance required by the School Contract, except the Directors and Officers insurance, which shall be maintained by the Corporation. The limits of the Operator's primary and umbrella insurance policies shall at all times meet or exceed the requirements set forth in the School Contract. The Operator's policies shall name the Corporation and the other parties mentioned in the School Contract as insureds, or as an additional insureds on an Operator policy. A certificate of insurance evidencing such coverages shall be provided upon reasonable request. All such policies of insurance shall be issued by responsible companies of recognized standing authorized to do business in the State, shall be written in standard form, and shall provide that the policies shall not be cancelable except upon (30) days written notice to the Corporation. Upon the Corporation's request, the Operator shall deliver to the Corporation a copy of such policies and other written confirmation acceptable to Corporation, together with evidence that the insurance premiums have been paid.

(b) **The Corporation.** The Board will be responsible for its directors' and officers' insurance, legal fees for the representation of the Board and general corporate matters, accounting, audit, tax and consulting fees for the School and other expenses approved by the Board.

6. **Budget.**

(a) **Projected Budget.** The fiscal officer shall provide the Board with an annual projected Budget for the Corporation (the "Budget") which shall be submitted prior to the June 30th immediately preceding the next academic year.

(b) **Budget Detail.** The Budget shall be limited to the level of detail required for public auditing purposes.

(c) **Approval.** The Budget shall be prepared by the fiscal officer and submitted to the Board for approval, which approval shall not be unreasonably withheld or delayed. The Budget may be amended from time to time at the recommendation of the

fiscal officer and submitted to the Board for approval, which approval shall not be unreasonably withheld or denied.

7. **Fees.**

(a) **Continuing Fee.** The Corporation shall pay a monthly management, consulting and operation fee (the "Continuing Fee") to the Operator of ninety-six percent (96%) of the Qualified Gross Revenues. As used in this Agreement, "Qualified Gross Revenues" shall mean the revenue per student received by the Corporation from the State pursuant to the Code. Qualified Gross Revenues do not include: student fees, charitable contributions, PTA/PTO income, and other miscellaneous revenue received which shall be retained by the Corporation or PTA/PTO. Federal Title Programs and such other federal, state and local government grant funding designated to compensate the School for the education of its students, including any grants under the American Recovery and Reinvestment Act of 2009 ("Supplemental Revenues") shall be paid to the Operator in full within five (5) business days of receipt of any such Supplemental Revenues by the Corporation. The Continuing Fee shall be paid within five (5) business days of receipt by the Corporation of any Qualified Gross Revenues via electronic funds transfer. The Continuing Fee shall be subject to an annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the term, even though the payment may be made beyond expiration of the term).

(b) **Payment of Costs.** Except as otherwise provided in this Agreement, all costs incurred in providing the Model at the School shall be paid by the Operator. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, library books, computer and other equipment (excluding Corporation-titled equipment), software, supplies, building payments, maintenance, and capital improvements required in providing the Model. As provided in Section 4, all property purchased by Operator shall remain Operator's sole property at all times.

(c) **Grants.** The Operator, in its sole discretion, , may apply for available grants in the name of the School that will provide additional funding to the School, aid the Corporation in fulfilling the terms of the School Contract and/or provide additional services and programs to the students. The Operator will seek prior approval of the Board, and the Board shall not unreasonably withhold or delay approval of any grant application, and shall be deemed to have approved any grant application submitted by the Operator unless it gives specific written objections to the same within ten (10) business days after such submission.

Within five (5) business days following the Corporation's receipt of funds from the applicable funding source the entire amount of such grant funds shall be paid over to the Operator via electronic funds transfer following the presentation of an invoice by the Operator. The Corporation and its designated fiscal officer shall cooperate with the Operator to establish any necessary accounts, authorizations and procedures such that the Corporation shall automatically transfer the funds received from grant funding sources when such funds are immediately available in the Corporation's accounts.

(d) The Board shall cooperate with the Operator to set up and establish necessary accounts and procedures for grant funding. This Section shall survive any

expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

(e) **Board Funds.**

(i) The Board shall be responsible for paying its fees to its Sponsor plus its own expenses and legal, insurance, tax and other professional fees out of the portion of Qualified Gross Revenues retained by the Corporation. The costs and fees relating to any annual Audit by the Auditor of the State of Ohio, special or independent audits shall also be paid by the Board out of such retained funds. The Corporation shall be solely responsible for the purchase and operation of equipment deemed necessary or appropriate by the Board for Board operations which are separate from the day-to-day operation of the School.

(ii) Except for the first school year, after deduction of the Continuing Fee and payment of all costs and fees described in (i) above, the Board shall deposit all remaining revenue into a Student Enrichment Fund established by the Board. The Operator shall propose uses for such funds and the Board shall spend such funds for educational services in the areas of student cultural activities; supplemental tutoring services and other programs in accordance with federal and state grant guidelines. Proposals for use of Student Enrichment Funds by the Operator and or the School Administrator shall be submitted in writing to the Board detailing the purpose of the request, and the time frame for use of the funds. Eighty five percent (85%) of all Student Enrichment Funds not spent during the fiscal year in which they are received shall be paid over to the Operator at the end of such fiscal year.

(iii) During the time this Agreement is in effect, the Operator shall pay, which payment shall be treated as an advance by the Operator against future revenues of the Corporation and which shall be evidenced by a loan, any properly incurred Corporation expense under the following terms and conditions: (a) a reasonable estimate of the expense is submitted to the Operator by the Corporation and is approved by the Operator, in writing, prior to the expense being incurred; (b) the Corporation has not received funding from any source for the operation of the School sufficient to pay such expense; and (c) such expenses advanced by the Operator as set forth above, shall be payable by the Corporation, in whole or in part, at such time as the Corporation receives revenue to pay the same and carry a cash surplus in its accounts equal to at least three months of reasonably anticipated operating expenses. Such advance shall be evidenced by a promissory note, security agreement and UCC financing statements acceptable to the Operator and the Corporation. In no event shall any such promissory note provide for recourse against any member of the Board, management of the School or any other third party.

## 8. Personnel, Training, Compensation, and Additional Programs.

(a) **School Level Personnel.** All personnel necessary to implement the Model shall be employed by the Operator and the Operator shall also have the responsibility and authority to determine staffing levels and salaries, and to select,

evaluate, assign, discipline, transfer and terminate personnel, consistent with the School Contract, state and federal law, and other provisions herein.

(b) **School Administrator.** The Operator will have the authority to select and supervise the School Administrator and to hold him or her accountable for the success of the School. The employment contract with the School Administrator and the duties and compensation of the School Administrator shall be determined by the Operator. The Corporation may at its discretion appoint a Director or a Board Committee to work with the Operator in the hiring process for the selection of the School Admistrator, including being present during interviews. The Operator has final approval and authority to make a determination as to the appropriate Administrator.

(c) **Teachers.** Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Operator shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the School. The Operator shall employ teachers who meet all applicable legal requirements and who are qualified in the grade levels and subjects required, as are required by law. The curriculum taught by such teachers shall be the curriculum developed pursuant to Section 3(b) hereof. Such teachers may, at the discretion of the Operator, work at the School on a full or part time basis.

(d) **Support Staff.** Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Operator shall determine the number and functions of support staff, qualified in the areas required, as are required for operation of the School and by Ohio Law. Such support staff may, at the discretion of the Operator, work at the School on a full or part time basis.

(e) **Training.** The Operator shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Operator determines as reasonable and necessary under the circumstances.

(f) **Salary and Benefits.** For employees that the Operator provides to the School, the Operator assumes full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance.

(g) **Additional Programs.** The services provided by the Operator and the Corporation under this Agreement consist of the educational program during the school year and school day, and for the age and grade level of students as set forth in the School Contract, as such school year, school day, and age and grade level may change from time to time. The Corporation and the Operator may decide to provide such additional programs as may be mutually agreed upon by the Corporation and the Operator. The foregoing shall not prohibit the Operator from offering other educational services at the School Facility outside of school hours; provided the same do not interfere with the operation of the School.

9. **Termination by the Corporation.** The Corporation may, at its option, terminate this Agreement upon the occurrence of any of the following events, however the termination will take effect no earlier than the end of the current fiscal year in which the event occurred:

(a) The School Contract is not renewed by the Sponsor and no similar contract is obtained with the Sponsor or any other authorized sponsor;

(b) The Operator materially fails to comply with a specific and essential material requirement of this Agreement and the Operator does not cure said failure within 30 days of its receipt of written notice from the Corporation, unless the failure cannot be reasonably cured within 30 days, in which case, the Operator shall promptly undertake and continue efforts to cure said failure within a reasonable time. Notwithstanding the foregoing, in the event that a failure shall be such that it creates an imminent danger to the life of students, parents or others, said failure must be cured immediately upon written notice from the Corporation;

(c) The Operator files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors;

(d) The Operator fails to maintain the insurance coverages as described above;

(e) The Operator's assignment or attempted assignment of this Agreement other than as allowed under Section 23 hereof.

or

(f) The parties mutually agree in writing to terminate the Agreement.

**10. Termination by the Operator.** The Operator may, at its option, terminate this Agreement upon the occurrence of any of the following events:

(a) The Corporation fails to make any payment of money due to the Operator hereunder within five (5) days of when due;

(b) If any academic year results in operating deficits, provided that any notice of termination delivered to the Corporation after school opens for education of students for any school year shall not be effective until the end of that academic year;

(c) The Corporation is in material default under any other condition, term or provisions of this Agreement or the School Contract, which default remains uncured for the period of thirty (30) days from the time that the Corporation receives written notice of said default, unless the default cannot be reasonably cured within 30 days, in which case the Corporation shall promptly undertake or continue efforts to cure said material default within a reasonable time;

(d) Any adverse and material change in local, state or federal funding for the Corporation's students; provided that any notice of termination delivered to the Corporation based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Operator; or

(e) Any Operator facility that is instrumental to the implementation of the Model or the day-to-day operations of the School is inaccessible so that, in the Operator's reasonable discretion, providing maintenance or continuing of School operations would be unfeasible, uneconomical or impractical, provided that notice of termination is delivered by the Operator to the Corporation promptly (within sixty (60) days) after the occurrence of the event(s) giving rise to such right of termination.

In the event that the Corporation or the Operator elects to terminate this Agreement for any of the aforementioned reasons, then the parties shall continue to perform their respective obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year.

**11. Duties Upon Termination.** Upon termination of this Agreement for any reason whatsoever, the Corporation shall immediately pay to the Operator and/or any of the Operator's affiliates any moneys owing to such person or entity. Furthermore, the Corporation shall return to the Operator all such material purchased by the Operator pursuant to Section 3 above. The Operator shall assist the Corporation in any transition of management and operations, including, but not limited to: (i) the orderly transition of all student records and the delivery of Board-owned equipment and material (if any) to the Board, (ii) sending notices to students as reasonably requested by the Corporation at the Corporation's cost, and (iii) at the Corporation's option and cost, delivering student records directly to the students. This Section 11 shall survive any expiration or termination of this Agreement.

**12. License.** The Operator developed and owns proprietary rights to the Model, the Protected Materials, as defined in Section 13 below, and the HOPE Academy, Brighten Heights, and Cathedral Academy tradenames (collectively the "Name"). The Operator hereby grants the Corporation a limited revocable license to use the Model, the Protected Materials and the Name in connection with the School. At such time as this Agreement is terminated or otherwise expires, the license granted herein shall automatically terminate and the Corporation shall: (a) immediately cease use of the Name, the Protected Materials and the Model; (b) if the Corporation chooses to continue doing business it shall immediately change its corporate name to some name other than the Name, which new name shall not consist in any variation or manner of the word or words "HOPE," "Academy," "HOPE Academy," "Brighten Heights," and/or "Garfield Academy," used alone or in any combination; and (c) notify the Sponsor, the Department of Education and any other oversight entity of the name change including, but not limited to, the Secretary of State. This Section 12 shall survive any expiration or termination of this Agreement.

**13. Proprietary Rights.** The copyrights and intellectual property rights for all methods, documents, curricula and materials developed by the Operator during the course of operating the School (collectively, the "Protected Materials") shall constitute the sole and exclusive property of the Operator, and neither the Corporation, the School nor the Board shall have any right to any of the same either as a "Work Made for Hire" (as such are defined under the U.S. and international copyright laws) or otherwise. The Operator shall exclusively own all United States and international copyrights, trademarks, patents and all other intellectual property rights in said Protected Materials. The Protected Materials may not be used by the Corporation, the School or the Board for any purpose other than strictly within the scope of the license granted under Section 12 above without the prior written consent of the Operator. Immediately upon

termination of this Agreement or the Operator's earlier request, the Corporation, the School and the Board shall deliver all originals and copies of the Protected Materials (regardless of the media on which the same is stored) to the Operator and delete all of the same from all databases and other storage media maintained by the Corporation, the School and the Board. This Section 13 shall survive any expiration or termination of this Agreement.

**14. Relationship of the Parties.** The parties hereto acknowledge that their relationship is that of each party being viewed as independent contractors. No employee, consultant or compensated individual of either party shall be deemed an employee, consultant, or compensated individual of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

**15. Confidentiality and Non-Disclosure.** Without the prior written consent of the other party, neither party will at any time use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information) belonging to, or relating to the affairs of a party to this Agreement ("Protected Party") or that the other party received through its association with the Protected Party, whether received prior to the date hereof or hereafter (collectively, "Confidential Information"), unless: (a) the party can show that such information, data or knowledge was known to it prior to the time its association with the Protected Party began, (b) it can show that any such information, data or knowledge has become generally available to the public otherwise than by a breach of this Agreement by the party, or (c) is subsequently disclosed to the party by a third person or entity which is not prohibited from disclosing same by a contractual, fiduciary or other legal obligation to the Protected Party. The existence of the relationship between the parties and any agreements they have entered into or may hereafter enter into also constitute Confidential Information.

Nothing herein shall be deemed to prohibit the parties from disclosing any Confidential Information which a party becomes legally compelled to disclose. Without limiting the generality of the foregoing, in the event that a party becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, investigative demand or similar process) to disclose any of the Confidential Information, the party covenants to use its best efforts to provide the Protected Party with prompt written notice (not less than forty-eight (48) hours) so that the Protected Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Protected Party waives compliance with the provisions of this Agreement, the party covenants to furnish only that portion of the Confidential Information which the party is legally required to disclose and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. Employee information must be reviewed by sponsor. This Section 15 shall survive any expiration or termination of this Agreement.

**16. Non-Solicitation.** The Corporation hereby agrees that commencing on the date of this Agreement and continuing for a period equal to two (2) years after the termination of this Agreement for any reason, that it will not, and none of its affiliates will directly or indirectly (i)

solicit or actively seek to hire any employee of the Operator, or (ii) solicit any personnel employed by the Operator to terminate his or her relationship with the Operator. This Section 16 shall survive any expiration or termination of this Agreement. The period of time set forth in this Section will be extended by the amount of time that the School engages in activity in violation of this Agreement and while the Operator seeks enforcement of this Agreement.

17. **Limited Third Party Beneficiaries.** The Corporation acknowledges that (a) the Name, some of the components of the Model and some of the Confidential Information referenced in Section 15 above belong to affiliates of the Operator, including without limitation White Hat Management, LLC; White Hat Ventures, LLC; BHA Ohio, LLC; Signal Tree Education, LLC; and WHLS of Ohio, LLC (collectively, "Operator Affiliates"); (b) some of the Protected Materials referenced in Section 13 above may be developed by one or more Operator Affiliates; and (c) some of the employees used in the provision of the Model may be employed by the Operator Affiliates. Accordingly, such Operator Affiliates shall benefit from Sections 13, 14, 15 and 16 above, and the Corporation acknowledges that any Operator Affiliate injured or affected by any breach hereof by the Corporation may enforce this Agreement against the Corporation. Whenever the term "Operator" is used in Sections 12, 13, 14, 15, 16 and 18 of this Agreement, such use shall be deemed to refer to the Operator and all Operator Affiliates collectively. Subject to this section, this Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person. This Section 17 shall survive any expiration or termination of this Agreement.

18. **Injunctive Relief / Dispute Resolution.**

(a) **Injunctive Relief.** The Corporation acknowledges that the covenants set forth in Sections 12, 13, 15, and 16 above are reasonable and necessary to protect the Operator and its business. If the Corporation engages in any activity in violation of the provisions hereof, the Operator shall, in addition to any other remedies available to it, be entitled to an injunction by any competent court of equity enjoining and restraining the School from continuance of such activity.

(b) **Arbitration.**

(i) Except as otherwise provided in this Section 18, any and all disputes arising under this Agreement shall be determined by binding arbitration to be conducted as set forth in this Section and shall be generally in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment upon the award rendered in any arbitration hereunder shall be final and binding on both parties hereto.

(ii) All disputes subject to this Section shall be raised by notice to the other party, which notice shall state with particularity the nature of the dispute and the demand for relief, making specific reference by article number and title to the provisions of this Agreement alleged to have given rise to the dispute.

(iii) All disputes subject to this Section shall be heard by a panel of three (3) arbitrators (the "Arbitration Panel"), each of which shall be a member of the

American Arbitration Association or another arbitration service, and which Arbitration Panel shall be selected as follows: (a) the Corporation and the Operator shall each promptly (within fourteen (14) days after close of the pleadings) select one (1) neutral arbitrator and promptly notify the other party of said selection. Within five (5) days thereafter the party not selecting said arbitrator may object to and thus remove such arbitrator, one time in its sole discretion and thereafter for cause; and (b) the two (2) arbitrators selected by the parties shall select a third arbitrator to complete the Arbitration Panel. The arbitration proceedings shall take place at a mutually acceptable location in Akron, Ohio within sixty (60) days after the selection of the Arbitration Panel.

(iv) The need for and scope of formal discovery will be determined by agreement of the parties or, if the parties are unable to agree, the Arbitration Panel. The Arbitration Panel will render its opinion/award within thirty (30) days from the date of the hearing. The Arbitration Panel's award will be written and may include findings of fact and conclusions of law. In the event of a formal hearing, each party shall only be allowed a maximum of eight (8) hours to present evidence and/or witnesses.

(v) All costs of the Arbitration and the Arbitration Panel shall be borne equally by both parties.

(vi) Notwithstanding anything else in this Agreement, claims for monies due, for services rendered, costs, grants funds and/or expenses due, may at either party's option, be brought separately in a court of competent jurisdiction or pursued in Arbitration as set forth above. In the event a party pursues claims for monies due in court, all other disputes herein shall be subject to binding arbitration. This Section 18 shall survive any expiration or termination of this Agreement. Such actions for moneys due may be brought without terminating this Agreement.

**19. Notices.** Any notices to be provided hereunder shall be provided to the Sponsor within 10 days and given in writing with by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Operator, to:

Chief Legal Officer
159 South Main Street
600 Key Building
Akron, Ohio 44308
Attn: President
Facsimile: (330) 762-5037

With a copy to:

John F. Martin
Brennan, Manna & Diamond, LLC
75 East Market Street
Akron, Ohio 44308
Phone: (330) 253-5060
Facsimile: 330-253-1977

If to the Corporation, to: 1379 Garfield Avenue Southwest
Canton, OH 44706.
Attn: Board President

With a copy to: Amy E. Goodson
1872 5th Street
Cuyahoga Falls, Ohio 44221
Phone: (330)962-6776
Fax: (330)923-8122

**20. Severability.** The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

**21. Waiver and Delay.** No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

**22. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and jurisdiction is proper in the County in which the School is situated.

**23. Assignment; Binding Agreement.** Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Operator may assign this Agreement to a similarly situated and qualified affiliate without the consent of the Corporation so long as an assignment would not invalidate the School Contract. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**24. Independent Activity.** All of the parties to this Agreement understand that Operator's business is to operate and manage charter schools throughout the State. As such, the parties agree that Operator and its affiliates, may operate other charter schools in multiple states including the State of Ohio.

**25. Representations and Warranties of the Operator.** The Operator hereby represents and warrants to the School as follows:

(a) The Operator is duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

(b) The Operator has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Operator enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

(c) The Operator has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

(d) The Operator has the financial ability to perform all of its duties and obligations under this Agreement.

**26. Indemnification of the Parties.** The Corporation and the Operator (herein referred to as "Party" and/or "Parties") shall indemnify and hold harmless each other and its members, directors, employees, officers and affiliates from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:

(a) A failure of the Party or any of its officers, trustees, directors, or employees to perform any duty, responsibility or obligation imposed by law or by this Agreement or the School Contract; and

(b) An action or omission by the Party or any of its officers, trustees, directors, employees, successors, agents or contractors that results in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state or federal).

**27. Force Majeure.** In the event that the Operator shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire or other casualty, acts of God, strike, lockout, labor trouble, inability to procure services or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Operator, then such performance shall be excused for the period of the delay and the period for such performance shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse the Corporation from prompt payment of any amounts required by the terms of this Agreement.

**28. Amendment.** This Agreement may not be modified or amended except by a writing signed by each party hereto.

**29. Counterparts.** This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

**30. Captions.** Paragraph captions are used herein for references only and are not intended, nor shall they be used, in interpreting this instrument.

**31. Integration / Entire Agreement.** This Agreement (together with the documents referred to herein) contains the entire agreement between the parties and supersedes all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

CORPORATION:

By: Jack Calhoun
Its: President

OPERATOR:

By: Thomas M Barrow
Its: CEO

**Attachment 13**

Consulting Agreements, if appropriate

**Attachment 14**

Table of Organization
Organizational Narrative

**Table of Organization**
**Organizational Narrative**


**Name of Organization:** White Hat Management

**Contact Person:** Rodd Coker

Vice President of Business Development

159 S. Main St.

Suite 600

Akron, Ohio 44308

Phone: (330) 607-2177

Fax: (330) 252-8908

Rodd.coker@whitehatmgmt.com


The Board has elected to partner with a White Hat Management, LLC entity (hereafter "White Hat" or "ESP") to provide the initial financial, administrative and operational resources necessary to successfully open a community school in the State of Ohio. White Hat is able to provide the initial capital outlay for the School's facilities, equipment and technology. Therefore, the Board will not be solely reliant on the availability of charitable contributions or federal and state grants. As such, prospective students will enter the School as envisioned, with all available equipment, technology, software and curricular materials necessary to accomplish the School's mission. Through the ESP partnership, the Board can help ensure that the School is indeed an epicenter where student resources are aligned and connected.

White Hat will manage the day-to-day operations of the School, including facilities management, equipment, purchasing, technology, operational support services (including execution of the educational model), human resources and training, grant management, and financial reporting and compliance. To meet these operational responsibilities, White Hat employs a team of professionals including accountants, auditors, industry experts, and attorneys who ensure that its' schools are compliant with statutory and contract requirements, fiscally sound, and functioning properly.

The Board's goal will be to ensure that the School engenders public confidence that citizens' money is being well spent. This is one reason why the proposed Board selected White Hat to assist with the financial operations of the School. White Hat-managed Schools have continually met sponsor and state auditor requirements. This is an indication that White Hat implements sound fiscal policies and internal controls, adheres to the requirements of community school agreements and other contracts, and complies with all applicable federal, state, and local laws and regulations.

Ohio schools managed by White Hat where the ESP performed financial officer services were the first community schools to receive the prestigious Certificate of Achievement for Excellence in Financial Reporting ("CAFR") from the Government Finance Officers Association of the United States and Canada. The CAFR is a designation that the annual financial reports prepared by White Hat for those schools achieved the highest standards in government accounting and financial reporting.

As set forth above, the School will ultimately be governed by the Board and then operated by the ESP and School staff. The ESP will report directly to the Board. The ESP will be accountable for providing sufficient, timely and accurate information to the Board on financial operations, effectiveness of internal controls, facility and capital improvements, and compliance with other aspects of the management agreement between the Board and ESP.

***Financial Arrangements with Management Company***

As previously stated, the School will contract with White Hat Management, LLC or one of its affiliates (collectively referred to as "WHM"). The proposed Management Agreement is provided as Attachment I.

The contract will require the School to remit 95% of the school's qualified gross revenue (except charitable grants) and 100% of all grant funding. In return, WHM will provide all costs (100%) incurred in providing the educational program and day-to-day operation of the school. Such costs shall include, but not be limited to, required staffing, educational programs, technology, advertising, insurance, facility rent and improvements, occupancy costs, training, supplies, books, capital expenditures and other educational and day-to-day management related items. In addition, WHM will assume all financial risks associated with the day-to-day operations of the School and will hold reserves necessary to cover these risks. The School and the Board will bear no responsibility for these financial risks and as such will never face the possibility of not being able to meet its obligations financially.

The School's Governing Board takes its responsibility of insuring that the school is accountable for every level (financial and academic) very seriously and has given great consideration to its decision to hire its management company and transfer 95% of its revenue to that entity. While the management company does retain 95% of the state funding, it is also responsible for 100% of the start-up, development and day-to-day operational expenses of the school. The management company is also responsible for spending all the up-front capital required to renovate or develop any school facility, hire and train school staff and purchase or lease requisite school equipment prior to the first day of school and prior to any per pupil funding being received. These upfront costs typically exceed a million dollars and are completely borne by the management company. Accordingly, having this arrangement with the management company prevents the Board from the necessity of entering into any loans or having to rely on substantial charitable donations to open, both of which can be extremely difficult to get for any start-up entity with no operating history and without personal guarantees of any School Board member. We believe the strong processes of the management company, illustrated by their past fiscal and educational success provide a great starting point, and shows that the management company can play a key role in overall financial and educational accountability that is satisfactory to the state and local over sight entities such as the state auditor's office, the department of education and the sponsoring district.

Under the terms of the Management Agreement with the School, the Education Service Provider (WHM) indemnifies the School and members of its Board against any liability, obligation, or costs resulting from any unforeseen revenue deficits or other contingency, such as less than anticipated enrollment. Additionally, the company has agreed to accommodate the School for its expenses in the absence of any revenues from planned funding sources. The financial risk associated with operating the School is placed solely on the ESP.

As part of this contract, the Board will retain an agreed-upon percentage of 5% of the School's qualified gross revenue, regardless of the financial performance of the School. The Board will have no responsibility for any of the capital or operating costs of the School; the percentage of revenue retained by the Board is intended to cover solely the expenses of operating the Board including, but not limited to, legal fees, Directors and Officers insurance, meeting costs, accounting, audit and banking fees for the Board's activities, public notice fees and other incidental expenses the Board may incur. Furthermore, the ESP will advance the funds necessary to meet the Board's financial obligations in the absence of per pupil revenue or other related revenue sources. WHM will forego any repayment of this advance until such time as the operating proceeds of the School permit repayment without detriment to the School or the board.

It is expected that the School would be able to survive if the ESP contract were terminated because the School would continue to receive 100% of the revenue with no further percentage being remitted to the ESP.

Adding to the economic and operational strength of the School is the fact that the Education Service Provider, WHM, LLC, provides a full complement of educational management and School operations services. Such services include, but are not limited to, general operations management, board relations, facilities management, human resources management, financial reporting and compliance, purchasing and procurement, education services, technology support and marketing and communications.

Following is a brief description of each or the departmental services provided to the School on a continuous basis:

***Board Relations***

Provides support and assistance with all Board and Authorizer matters, including, but not limited to, scheduling of Board/Authorizer meetings, preparation, and distribution of all Board/Authorizer documentation. The Board Relations staff is responsible for working with Board Counsel to maintain non-profit corporate documentation as well as information, minutes, and public notices for Board meetings. The Board Relations department assists with School reporting and various communications between the individual Board Members, the management company, legal counsel and the Authorizer.

***Facilities Management***

Provides extensive research and demographic analysis of potential School sites, lease negotiations, landlord communications, and management of School construction and permits required to open and operate the School. Once the School is open, the Facilities group will be responsible for the daily operation and maintenance of the School facility.

***Human Resources***

Human Resources is responsible for a wide array of personnel services for all School employees. These include:

- ***Recruiting*** – Opportunities to develop a rewarding, satisfying professional life and career.
- ***Staffing*** – Provides School with organizational charts, job descriptions and staffing level requirements to aid in the hiring and organizing of new employees. The Human Resources staff also consults with current employees about employment questions and concerns.
- ***Professional Development*** – Develops, provides, and monitors on-going professional development initiatives for all School employees.
- ***Policies and Procedures*** – The School will receive complete personnel policies and procedures handbooks prepared by leading professionals in the employment law field. These handbooks help the School comply with the very latest state and federal laws, and are specifically tailored to meet the needs of today's modern educational environment.
- ***Benefits*** – Provides a full complement of benefits services to employees. We have been able to leverage our growing employee base to negotiate excellent health care benefits for all School and corporate employees at a fraction of the normal cost.

***Financial Reporting and Compliance***

Maintains all financial records in accordance with State of Ohio policies. This will include:

- Complete School accounting services (payables, payroll, general ledger).
- Preparation of all financial statements.
- Ensuring compliance with state budget and reporting requirements.
- Creating and monitoring budgets.
- Auditing internal records and assisting with audit preparation.
- Procuring computers, supplies, software and other items at significant discounts by leveraging our ability to reduce costs by consolidating purchasing activities.
- Insurance and risk management services.

***Grants Management***

The Grants Management group will assist the School with government program administration. The Schools have typically received entitlement funds under the Elementary and Secondary Education Act (ESEA) as revised under the No Child Left Behind Act (NCLBA). They will also help to prepare other state and federal educational grant applications as needed. Such service will include the following specific funding-related services:

- Researching, writing and submitting federal and state grant proposals.
- Securing entitlement funds under the Elementary and Secondary Education Act (ESEA) – Title I, Title IIA, Title IID, Title IV and Title V.
- Securing federal funding for special education programs under the Individuals with Disabilities Education Act (IDEA).
- Developing and monitoring programs to ensure full compliance with all relevant statutes and regulations.

*Educational Services*

The Educational Services group provides direct oversight of the educational process, including curriculum alignment, development and evaluation. Specific areas associated with Educational Services include:

- ***Special Education*** – This dedicated team of specialized individuals, who have made a career of special education, will oversee the special education assessment and delivery of a successful program, and will work directly with the Local School District and the Charter School Institute special education services team to provide a successful and compliant program.
- ***Testing and Analysis*** – Provides administration and oversight to the standardized testing process, including the collection, analysis and dissemination of all test related data. Such analysis provides insight into curriculum evaluation and instructional improvement.
- ***Family Education Services*** – Provides the oversight for the social support services available to all students, family and faculty members. Reviews and develops partnerships with external social agencies, and develops community outreach programs.

*Technology Support*

Provides the overall technical assistance for hardware and software support at the School, and relevant training to the employees. They also maintain and monitor the secure environment of the technology infrastructure of the School. As part of technology support, a staff of engineers and technicians, who are actively certified in an around-the-clock "help desk" that prides itself in being able to respond and rectify order tickets within a twenty-four hour timeframe.

*Marketing and Communications*

This group assists the School in developing a detailed public relations and marketing campaign. They provide market research and analysis for developing strategies for current advertising markets and media including print, broadcast and interactive media. The graphics department develops and produces School-related pamphlets, brochures and other various printed materials.

In order to ensure that an "arm's length performance-based relationship exists between the governing board and the ESP, the Board will receive various reports on performance of the School containing data regarding: enrollment, attendance, academic performance, financials (including but not limited to, balance sheets, income statements, budget reports, etc.), parent/student satisfaction, withdrawals, suspensions, and dismissals. When provided with this data, it will be possible for the Board to assess the performance of the School under the management of the Education Service Provider.

*ESP History and Experience*

As stated above, the School plans to contract daily operational management with White Hat Management, LLC, a complete Education Service Provider ("ESP"), and/or its affiliated companies. White Hat Management ("ESP" or "WHM") offers a full complement of education management and school operation services, including general operations management, human resources, financial reporting, student data, and reporting to state education authorities for 12 K-8 Schools in Ohio.

The foundation of the ESP's remarkable success is the impressive collective experience, expertise and educational background of WHM personnel. WHM provides its clients with a

wealth of resources attributable to their diverse and competent workforce. WHM serves its clients so as to ensure that the schools are receiving the most up-to-date educational services available. This ongoing research, monitoring and management of resources directly result in our students receiving the very best for their educational program. The following are brief summaries of the wealth of education and experience WHM clients benefit from as we serve our students together.

***Education & Curriculum***

WHM employs personnel who are top in their respective fields. The members of the education team include licensed and certified educators at all academic levels, from BA to PhD. This wealth of experience includes:

- A former state university Department Head
- A certified Superintendent who formerly served a large school district
- An EdD in Curriculum Development
- An M.A. in Education Curriculum & Instruction
- Multiple staff members who are members of the Association of Supervision & Curriculum Development (ASCD)
- Former educators, principals and administrators with varying backgrounds
- Educated and experienced support staff, and
- Licensed Social Workers (Family Advocates) to provide service and support to the child and his/her family.

The WHM education professionals are dedicated to creating and/or recommending curricula based on volumes of research and years of testing, ensuring that all curricula are fully aligned with state and national standards. They are continually re-evaluating teaching methods, especially those which incorporate specially designed electronic curricula that integrates all levels of academic coursework. They also work to provide high-quality professional development opportunities for administrators and teachers.

***Special Education***

Special education professionals ("Intervention Specialists") employed at WHM are all certified and maintain standards in the schools that comply with all applicable federal and state laws and subscribe to the principles of the "No Child Left Behind Act" 20 USCS § 6301 which ensure the academic success of every child. Special education students are integrated directly into the mainstream classroom, while still receiving necessary modifications, accommodations and/or services to meet special needs.

The Director of Special Education for White Hat managed K-8 schools in Ohio holds a Master's degree in Special Education, is certified in Reading & Learning Disabilities, has taught K-12 and university courses, has served on the State Advisory Board for the Department of Education, and

conducts workshops for the Department of Education Special Education Resource Center. This leadership and expertise results in WHM offering the most current and relevant professional development opportunities and resources for the special education staff at all schools managed by WHM.

***Information Technology***

In order to support the state-of-the-art computer delivery system and work stations in the Life Skills Centers, WHM provides an IT support staff consisting of IT professionals holding a wide range of certifications including Novell, Groupwise, Microsoft, Cisco, A+ and Canon. The leaders of the team hold degrees in Applied Business, Computer Science, and Business Administration and have sixty (60) years of collective experience. The IT team supports the vast array of systems, networks, voice and data communication hardware and software, and computers and technologies in the schools.

***Finance & Funding***

In order to support the fiscal operations of the managed schools, WHM employs Certified Public Accountants and Certified School Treasurers. Their Controller is a former Audit Manager for the State Auditor, and their Director of Financial Reporting worked as a Manager for two of the top four CPA firms in the country. To maximize financial resources for their schools, WHM assists charter schools with government program administration. The WHM Grants and Funding team manages numerous grant programs for all of their schools.

***Social Work and Family Services***

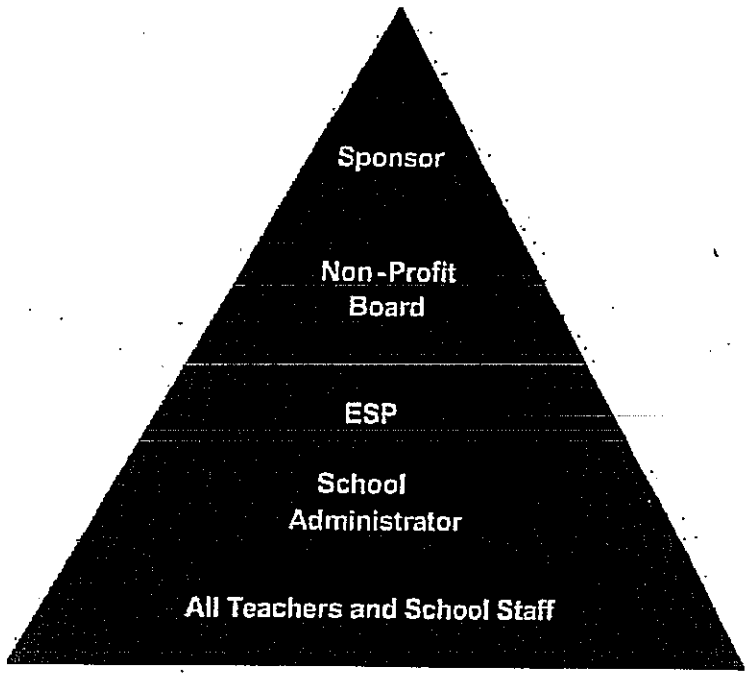
In the area of social work, intervention and family therapy, WHM offers a compassionate, experienced staff serving as the Family Education Services Department (FES or "Family Advocates"). Due to the myriad socioeconomic factors that hinder the success of the at-risk population of students, it is imperative that these issues are resolved and resources are provided for this resolution.

***Leadership***

White Hat Management was founded on the principle that a quality education is the right of every individual and that it is this education that will allow an individual to reach his/her full potential academically, professionally, vocationally and personally. WHM is served well the Management leadership team as visionaries and pioneers in educational leadership at the corporate web site: www.whitehatmgmt.com.

The entire workforce at White Hat Management is dedicated to the mission of providing a quality education for all students in the schools they service. These passionate individuals use their education, experience and expertise for the sole purpose of serving the School Board, which in turn serves the School, which in turn serves the true clients --- the students.

The School will ultimately be governed by the Board and then operated by the ESP and School staff. This hierarchical relationship is illustrated in the following graph:




The ESP will report directly to the Board. The ESP will be accountable for providing sufficient, timely and accurate information to the Board on financial operations, effectiveness of internal controls, facility and capital improvements, and compliance with other aspects of the management agreement between the Board and ESP.

# ATTACHMENT 3

CONTRACT
FOR
COMMUNITY SCHOOL

This Contract for Community School ("Contract") is entered into by and between the Ohio Department of Education ("ODE"), an Ohio non-profit corporation (hereinafter, the "Sponsor"), and the governing authority of a community school (its Board of Directors) called Signal Tree Academy South, Inc. (hereinafter, the "Governing Authority"), established as a non-profit corporation under Chapter 1702 of the Ohio Revised Code.

WHEREAS, Ohio law permits the formation and operation of community schools; and

WHEREAS, ODE is an authorized Sponsor by agreement with the State Board of Education; and

WHEREAS, the Governing Authority seeks to commence operation of a start-up community school; and

WHEREAS, Ohio law requires the Governing Authority and the Sponsor to enter into a contract in order to authorize, create, continue and/or operate a community school.

NOW THEREFORE, the Governing Authority and the Sponsor enter into this Contract pursuant to Chapter 3314 of the Ohio Revised Code, subject to the following terms and conditions. All Attachments and Recitals to this Contract are incorporated by reference and made a part of this Contract as essential to it.

**A. Operation of Community School.** The Governing Authority and the Sponsor agree that the Governing Authority may operate a community school (hereinafter, the "School") as permitted by law, and subject to applicable federal laws, the laws of the State of Ohio, and the terms of this Contract.

**B. Community School Obligations.** The Governing Authority, for itself and on behalf of the School, covenants and agrees that it is responsible for carrying out the provisions of this Contract as follows:

1. The School shall be established as either of the following: 1) a nonprofit corporation established under Chapter 1702 of the Revised Code, if established prior to April 8, 2003; or 2) a public benefit corporation established under Chapter 102 of the revised Code, if established after April 8, 2003. The School may apply and qualify as a tax-exempt organization under 501(c)(3) of the Internal Revenue Service Code. Should the School so qualify, a copy of its federal tax exempt status determination letter must be forwarded to the Sponsor within (3) three business days of receipt. The Governing Authority shall maintain in good standing the School's status as a non-profit corporation and, if applicable its federal tax exempt status.

2. The School's Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Code of Regulations, Taxpayer Employer ID No., and copy of the IRS Tax Determination Letter (if applicable) are attached hereto as ATTACHMENT 4 to this Contract and incorporated herein. Should any of these documents be modified or created subsequent to the execution of this Contract, the School must submit the same to the Sponsor within three (3) business days prior to the effective date of the modified or created document, along with a copy of all documentation supporting the change(s).

3. Except as otherwise permitted by this Contract or the Sponsor, contracts entered into by the School with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the termination of this Contract.

4. The School will comply with the following Sections of the Ohio Revised Code: 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.801 (unless an internet or computer based school), 3313.814, 3313.816, 3313.817, 3313.86, 3313.96, 3319.073, 3319.22 through 3319.31, 3319.301, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391. The School will comply with the following Chapters of the Ohio Revised Code as if it were a school district: 117, 1347, 1702, 2744, 3307, 3309, 3314 as newly written or hereafter revised, 3365, 3742, 4112, 4123, 4141, and 4167. The School will comply with Section 3301.0714 of the Ohio Revised Code in the manner specified in Section 3314.17 of the Ohio Revised Code, and the School shall comply with Chapter 102 and Section 2921.42 of the Ohio Revised Code.

5. The School and Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the Ohio Community School Law set forth in Chapter 3314 of the Ohio Revised Code, the United States Constitution, the Ohio Constitution, Federal law, or this Contract.

6. The School is located at Signal Tree Academy Northeast, Inc. Address TBD. If the location has been or will be leased by the Governing Authority, the lease shall not be signed unless it is in accordance with the budget approved by the Sponsor. The Sponsor shall have the right to inspect and approve of the site before the lease is signed by the Governing Authority. Approval of the site shall not be unreasonably withheld provided, however, the Governing Authority must timely comply with Ohio Revised Code § 3314.19 annually as to all matters of assurances required by law, regardless of whether the facility is leased or purchased by the Governing Authority. The lease must contain a governmental fund-out clause if leased by the Governing Authority.

   If the location has been or will be purchased by the Governing Authority, the contract of sale and related documents shall not be signed unless it is in accordance

with the budget approved by the Sponsor. The Sponsor will not be liable for the debts of the School or Governing Authority. The Governing Authority must provide the Sponsor any requested information to assess the adequacy of the facilities.

After lease or purchase, a copy of the lease or conveyance documents and all subsequent amendments, modifications or renewals thereof shall immediately be provided to the Sponsor. The location will not be changed without the prior written consent of the Sponsor, which consent will not be unreasonably withheld. A copy of the lease or deed where the School will be located is contained as ATTACHMENT 5.

It is understood by the Governing Authority that the School may be located in multiple facilities under this Contract only if the limitations on availability of space prohibit serving all the same grade levels specified in this Contract in a single facility. The School shall not offer the same grade level classrooms in more than one facility.

Any facility used for or by the School shall meet all health and safety standards established by law for school buildings. The Governing Authority recognizes the rights of public health and safety officials to inspect the facilities of the School and to order the facilities closed if those officials find that such facilities are not in compliance with health and safety laws and regulations. Copies of all current permits, inspections and/or certificates must be filed with Sponsor.

The Governing Authority shall permit the local board of health access to the School's premises for inspection at any time during the School's operation, as well as to any records or information necessary and not subject to privacy laws; and if required by the local board of health, submit a plan of abatement of conditions at the School determined to be hazardous to occupants.

The Governing Authority recognizes the authority of the Sponsor to suspend the operation of the School under Section 3314.072 of the Ohio Revised Code if the Sponsor has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees.

The Governing Authority understands that in the case where a community school is proposed to be located in a facility owned by a school district or educational service center, the facility may not be used for a community school unless the district or service center board owning the facility enters into an agreement for the community school to utilize the facility.

7. The Governing Authority recognizes that The State Board of Education may assume sponsorship of the School in accordance with Ohio Revised Code § 3314.015.

8. The School shall be authorized to provide learning opportunities for grades K through 12 to a minimum of twenty-five (25) students for a minimum of Nine Hundred Twenty (920) hours per school year. The School will be serving grades K through 8 for the first year of this agreement. The Governing Authority may add grades served up to the grade levels authorized by this Contract with the Sponsor's prior written consent. The Governing Authority must provide the Sponsor with a signed resolution stating the intent of the Governing Authority to add a grade(s) for a subsequent school year. The Governing Authority agrees to be compliant with the maximum number of people allowed per room or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department.

9. The School was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the Sponsor may terminate this Contract. For purposes of this subsection, if the School is new but the faculty and students in 1997 were almost all located at the same non-public chartered or non-chartered school in existence on January 1, 1997, the School will be considered to be a non-public chartered or non-chartered school.

10. The School is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

11. ATTACHMENT 6, beginning with a Governing Authority roster, includes the names, addresses, and biographical vitae that accurately reflect the experience, education and all other professional information, home and work telephone numbers and email addresses of the current members of the Governing Authority, and a description of the process by which the Governing Authority of the School shall be selected in the future if not included in the Code of Regulations. The Governing Authority shall consist of not fewer than five individuals who are not owners or employees, or immediate relatives of owners or employees of any for-profit firm that operates or manages a school for the Governing Authority. All members of the Governing Authority must be residents of the State of Ohio unless pre-approved by the Sponsor. All Governing Authority Members must pass an appropriate criminal background check, a copy of which shall be submitted to Sponsor prior to appointment. No employee of the School shall be a voting member of the Governing Authority. Employees may serve as advisory committee or other committee members to or for the Governing Authority. The Sponsor shall be promptly notified in writing prior to any proposed changes in members of the Governing Authority, including notice of new members' names, qualifications, biographical vitae, addresses, background checks, and phone numbers. One Member of the Sponsor or its designee shall be invited to and able to participate in the School's Governing Authority meetings at all times. Governing Authority meetings must be held a minimum of 6 regular meetings bi-monthly per year and notice of such regular meetings shall be provided to the Sponsor in writing at least seven (7) days in advance of the meeting. Notice of special meetings must be sent to Sponsor as soon as scheduled and in no case with less than twenty-four (24) hours advance notice and telephone call invitation. The Governing Authority shall invite Sponsor or its designee into executive session unless

discussing pending or imminent litigation against Sponsor or for purposes of discussing this Contract. The Governing Authority must approve a policy stating how it will notify the public of all meetings.

All members of the Governing Authority must attend at least two comprehensive hours of Board training annually. New members are required to attend training within thirty (30) days of appointment. Existing Board members are required to attend Board training a minimum of two (2) hours on an annual basis to remain current in the responsibilities and obligations. The Sponsor reserves the right to require additional training of any member at the Sponsor's reasonable discretion. The School and Governing Authority are obligated to attend training and receive technical assistance at the direction of the Sponsor.

The Governing Authority shall put in place a policy on compensation (or lack thereof) for Governing Authority members pursuant to Ohio Revised Code § 3314.025. The Governing Authority shall have a minimum of five (5) members and shall assure Sponsor that no member serves on more than two Ohio Community School governing authorities simultaneously. All members of the Governing Authority shall disclose on the board roster the number and name of the second community school boards on which they sit, if applicable.

The Governing Authority will report to the Sponsor knowledge of any event or circumstance that may have a material adverse effect on the School in any manner. The Governing Authority will report to the Sponsor knowledge of any litigation or potential litigation against or affecting School within three (3) business days of such knowledge.

12. The Chief Administrative Officer of the School will be the position of Superintendent. At the inception of this Contract, the position will be held by BLANK. Any change in the identity of the Chief Administrative Officer shall be reported immediately in writing to the Sponsor. Sponsor shall have the right to approve any subsequent appointment of a Chief Administrative Officer, which approval shall not be unreasonably withheld.

13. The School shall begin operation not later than September 30th of each school year by teaching the minimum number of students permitted by this Contract, unless the mission of the School is to serve dropouts. In its initial year of operation, if the School fails to open by the thirtieth day of September, and pursuant to Ohio Revised Code § 3314.02(D) if the mission of the School to serve dropouts, the Contract shall be void.

14. The educational program of the School, including the School's mission, goals, innovative instructional methods and the focus of the curriculum are set forth in ATTACHMENT 7 and shall be followed and may not be changed without the written consent of the Sponsor. ATTACHMENT 7 shall include a description of the learning

opportunities that will be offered to students (including both classroom and non-classroom based learning opportunities) that complies with the criteria for student participation in Revised Code § 3314.08(L)(2). The Sponsor hereby authorizes non-classroom based learning opportunities during suspension or expulsion of students pursuant to School policy.

The School will comply with Sections 3313.61, 3313.611, and 3313.614 of the Ohio Revised Code, except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the Governing Authority of the community school rather than the curriculum specified in Title XXXIII of the Ohio Revised Code or any rules of the state board of education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of Section 3313.603 of the Ohio Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the state board of education under division (J) of Section 3313.603 of the Ohio Revised Code. ATTACHMENT 7 shall show how the School's curriculum is aligned to the Ohio Content Standards and the Ohio Core Curriculum, if applicable.

15. The School shall timely administer the assessments, which shall include statewide proficiency and achievement tests, at least one nationally-normed assessment approved by the Sponsor, and any other assessments required by law or recommended by the Sponsor now, or from time to time. The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment tools. In addition to the required testing, the School must assess and keep initial benchmarks acceptable to Sponsor of all students in order to provide guidance for the Sponsor to review yearly progress. Such assessments and intended benchmarking are identified in ATTACHMENT 7.

    Reports of the results from any nationally-normed tests and statewide achievement tests administered by the School must be presented by the School to the Governing Authority in the next scheduled board meeting immediately after the test results are received by the School.

    The School shall satisfy the performance standards outlined in ATTACHMENT 7 and such other standards required by law or recommended by the Sponsor including the performance standards by which the success of the School will be evaluated by the Sponsor.

The School will comply with Section 3302.04 of the Ohio Revised Code, including division (E) of that section to the extent possible, except that any action required to be taken by a school district pursuant to that section shall be taken by the Sponsor. However, the Sponsor shall not be required to take any action described in division (F) of that section.

The Governing Authority shall develop a plan for intervention of all students not found proficient or not making adequate yearly progress, and submit it to the Sponsor for approval.

16. The Governing Authority shall submit, no later than four (4) months after the end of the school year to the Sponsor and to the parents of all students enrolled in the School, its financial statements and an annual report of its activities and progress in meeting the goals and standards of this Contract, and a statement from Sponsor. The financial statements shall be in such form as is prescribed by the State Auditor.

17. The Governing Authority shall report annually to Sponsor and the State Board of Education on the day set by the State Board of Education all of the reporting requirements as set forth by Chapter 3314 of the Ohio Revised Code, including but not limited to those found in Section 3314.08(B), and shall collect and provide any data that the Sponsor or the State Board of Education requests in furtherance of any study or research that the Ohio General Assembly requires such office to conduct.

18. The Governing Authority shall report to the Sponsor, in writing when requested by the Sponsor, all statistics, including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and shall respond promptly to the Sponsor's inquiries regarding such information or other matters the Sponsor deems important. The Governing Authority shall also report annually in writing to the Sponsor all financial data, structure and operations of the management company as it pertains to the School. The Sponsor shall be allowed to observe the School in operation at site visits and shall have open access for such visits.

19. The admission procedures of the School, characteristics of students, ages and grades of students are set forth in ATTACHMENT 10 and shall be followed and may not be changed without the written consent of the Sponsor. At a minimum, the admission procedures at all times must:

    (a) specify that the School will not discriminate in its admission of students to the School on the basis of gender, race, religion, color, national origin, disabling condition, or sex and will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, except that: (i) there may be single gender Schools offered in comparable facilities with comparable learning opportunities; (ii) a School may simultaneously serve autistic and non-disabled students (Ohio Revised Code § 3314.061); however, unless the School's total capacity has been filled; no student with any disability shall be denied admission on the basis of that

disability. The School shall provide a non-discrimination notice in annual reports, student/parent handbooks, enrollment materials, and marketing materials.

(b) be open to any individual ages 5–22 entitled to attend school pursuant to Ohio Revised Code §§ 3313.64 or 3313.65, except that admissions to the School may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of "at-risk" that the parties to this Contract agree upon and/or; (iii) residents of a specific geographic area as defined in this Contract; or (iv) to separate groups of autistic students and non-disabled students, as authorized in Ohio Revised Code § 3314.061 as defined in this Contract. "At-risk" may include those students identified as gifted students under Section 3324.03 of the Ohio Revised Code.

If the number of applicants exceeds the capacity restrictions of subsection B(8) above, then the Governing Authority must give preference to students who reside in the district in which the School is located. Whether or not the Governing Authority has adopted an open-enrollment plan, other preferences may be given in admissions only as allowed by the Ohio Revised Code Section 3314.06(H). Ohio Revised Code Section 3314.06(H) states that if the number of applicants meeting admission criteria exceeds the capacity of the School's programs, classes, grade levels or facilities, then students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the School the previous year and may be given to eligible siblings of such students, and preference must be given to those students who reside in the district in which the School is located. The Governing Authority agrees to make lottery dates available to the Sponsor at least five (5) days in advance so the Sponsor may attend.

Upon admission of or identification of any disabled student, the School shall comply with federal and state laws regarding the education of disabled students.

The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve a balanced enrollment that reflects the community it serves as indicated in ATTACHMENT 7.

Notwithstanding the admissions procedures of this Contract, in the event that the racial composition of the enrollment of the School is in violation of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.

Governing Authority's admissions and enrollment policy and any open enrollment plan must be included in ATTACHMENT 10. If the Governing Authority adopts a policy regarding open-enrollment, it shall be effective on the earliest date allowed by law. With state-wide enrollment, the Governing Authority includes in ATTACHMENT 10 a plan for inter-district open-enrollment. Such a plan must comply with this Contract, with Section 3314.06 and 3314.061 of the Ohio Revised

Code and with the School's admission policy.

The Governing Authority is not establishing this school as a single gender school or a school with single gender classrooms in separate facilities. Therefore, there will be no duplication of grades in the School's two facilities.

20. Tuition in any form shall not be charged for the enrollment of any student. The School shall not require contributions either from any student eligible to enroll or enrolled in the School or from any parent or guardian of a student who is enrolled or intending to enroll in the School. Nothing in this section shall prevent the charging of reasonable class, book or similar fees approved by the Governing Authority or the School's engaging in voluntary fund-raising activities.

21. The Governing Authority has adopted an attendance policy that includes a procedure for automatically withdrawing (dismissing) a student from the School if the student without legitimate excuse fails to participate in one hundred five consecutive hours of the learning opportunities offered to the student. The policy shall provide for withdrawing the student by the end of the thirtieth day after the student has failed to participate as stated in ATTACHMENT 10.

22. The Governing Authority shall distribute to parents of students upon their enrollment the required statement concerning state-prescribed testing and compulsory attendance laws as prescribed in Ohio Revised Code § 3314.041.

23. The School has adopted a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. See ATTACHMENT 10.

Those policies and practices shall not infringe upon the rights of disabled students as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

24. Unless operations are suspended in accordance with Ohio Revised Code § 3314.072, the School must remain open for students to attend until the end of the school year in which it is determined that the School must close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Sponsor may, but is not obligated to, assume operation of the School under Ohio Revised Code § 3314.073 or replace the Governing Authority, should the Governing Authority abandon or be materially in breach of its duties hereunder or at law.

25. At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must work at the School. The full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be certified in accordance with Sections

3319.22 to 3319.31 of the Ohio Revised Code. The School may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to Section 3319.301 of the Ohio Revised Code to the extent permitted by the "No Child Left Behind Act." The student to full-time equivalent classroom teacher ratio shall be no more than twenty five (25) to one (1). The School may also employ non-teaching employees. No later than sixty (60) days from hire, the School will provide Sponsor with proof of Ohio certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the School.

The Governing Board hereby appoints the Sponsor as a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code for employees working at the School and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the Sponsor pursuant to this Contract.

All teachers and paraprofessionals shall meet the "highly qualified" standards as applicable and as set out in the law known as "No Child Left Behind" and per standards established by the Ohio Department of Education. The School shall not employ teachers with long-term substitute licenses if the School is designated as a school-wide Title I building per "No Child Left Behind." The School shall not employ teachers with long-term substitute licenses in any instructional capacity if they are paid with Title I funding.

26. Although the Governing Authority may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the date of termination of this Contract.

27. The School may employ or contract with a third party to employ, administer, and/or hire teachers and non-teaching staff necessary to carry out its mission and fulfill this Contract, but no third party contract of employment shall extend beyond the date of termination of this Contract.

28. The School will provide employee health and other benefits as are set out in ATTACHMENT 8. To the extent required by law, the benefits provided by the School must include and are subject to Chapters 3307 and 3309 of the Ohio Revised Code ("STRS" and "SERS") as applicable.

29. The School's financial records will be maintained pursuant to rules of the Auditor of the State of Ohio. The School shall have a designated fiscal officer. The fiscal officer shall be BLANK. If the School's fiscal officer changes, the Governing Authority must notify the Sponsor in writing. The fiscal officer must be bonded if required by the Auditor of the State of Ohio. All money received by the School shall be placed in the custody of the fiscal officer. The School shall meet the requirements and follow the procedures for program and financial audits established from time to time by the Auditor of the State of Ohio and the Ohio Department of Education. The treasurer's

bond (or copy thereof) and proof of required training shall be in the custody of the Sponsor and the Governing Authority at all times as provided in ATTACHMENT 9. A certified copy of the bond must be filed with the county auditor. The School acknowledges that the Sponsor shall approve of all continuing education classes of fiscal agents or officers who are not licensed under Ohio Revised Code §3301.074, which must meet the requirements of Ohio Revised Code § 3314.011.

If the Governing Authority contracts with a third party to provide fiscal services, the agreement must be included in ATTACHMENT 9. Any fiscal services agreement must obligate the Treasurer to assist in all audits and to provide closure and final or special audit services. New agreements or changes to the existing agreement must be provided to the Sponsor not less than ten (10) business days prior to the execution of the contract or amendment.

30. The School agrees to employ ODE-certified student software for the purposes of reporting to the department of education through its Educational Management Information System (EMIS) pursuant to Ohio Revised Code § 3314.17. The Governing Authority is aware that the School is responsible for reporting community school data under Ohio Revised Code § 3301.0714 (EMIS), and that the State of Ohio will impose all sanctions and penalties listed therein, as well as any sponsor-imposed discipline and/or repercussions to licensed individuals.

31. The fiscal year for the School shall be July 1 to June 30.

32. A financial plan detailing an estimated School budget for each fiscal year of this Contract is contained as ATTACHMENT 9. Each year of this Contract, on or before June 30, a revised School budget shall be submitted by the Governing Authority to the Sponsor. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purposes of funding calculations under Section 3314.08 of the Ohio Revised Code. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimated per pupil expenditure amount for each year. Should the School be managed by a third party management company, the Governing Authority must procure from such management company, sufficient data, in accordance with all applicable State and Federal laws rules and regulations and the Auditor of State's Requirements for Community School audit reporting, to allow Sponsor to review revenue and expenses as required or permitted by law. All money received by the School during the period beginning upon execution of this Contract, shall be placed in the custody of the Fiscal Officer of the School, who shall maintain all funds and accounts of the School.

34. The School may borrow money to pay any necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School pursuant to the Ohio Revised Code § 3314.08(D). The School may issue notes to evidence such a borrowing. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the School. See Ohio Revised Code § 3314.08(J)(l)(a). The School may also borrow money for a

term not to exceed fifteen years for the purpose of acquiring facilities pursuant to Ohio Revised Code § 3314.08(J)(l)(b). All borrowing must be documented in a promissory note and copies of all notes must be provided to the Sponsor within ten (10) business days of signing.

35. General liability, errors and omissions, and other miscellaneous insurance coverage (as School policy) at all times will be maintained by the School, for itself, and its employees, in amounts not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate with an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than two million dollars ($2,000,000). The insurance coverage shall be not only for the School and its employees but also for the Sponsor and Governing Authority as an additional insured. The certificate of insurance is appended hereto as ATTACHMENT 11. The School shall provide evidence of such coverage and the insurer shall notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. The Governing Authority shall also maintain directors and officers liability, errors and omissions insurance coverage in an amount not less than one million dollars ($1,000,000) per occurrence.

36. The Governing Authority and School shall defend, indemnify and hold harmless the Sponsor and its board, employees, officers and agents from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders and liabilities of whatever kind of nature in law, equity or otherwise, arising from any of the following:

    (a) A failure of the Governing Authority and/or School or any of its officers, trustees, directors, employees, successors, agents or contractors to perform any duty, responsibility or obligation imposed by law or by this Contract; and

    (b) An action or omission by the Governing Authority and/or School or any of its officers, trustees, directors, employees, successors, agents or contractors that result in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal), or liabilities of any kind.

    The entering into of this Contract and the oversight of the Sponsor of the School and the Governing Authority pursuant to this Contract shall in no way implicate the Sponsor or render it liable or responsible for the acts or omissions of the Governing Authority or the School, and, the Governing Authority and the School hereby agree to indemnify, and shall defend and hold harmless the Sponsor, for claims, demands, actions, suits, causes of action, losses, costs, expenses, attorney fees, damages, judgments, orders or liabilities of any kind claimed by the School, parents of students, the Governing Authority, or third parties otherwise arising out of or in any way related to the operations of the School.

37. If the Sponsor provides a leave of absence to a person who is thereafter employed by the School, the Governing Authority and School shall defend, indemnify and hold harmless

the Sponsor and its Board members, Superintendents, employees and agents from liability arising out of any action or omission of that person while that person is on such leave or employed by the Governing Authority. Nothing in this subsection, however, obligates this Sponsor to provide such a leave of absence.

38. The Governing Authority and School shall timely comply with all reasonable requests of the Sponsor. Any reasonable request of the Sponsor shall be answered in writing within ten (10) business days and cured within a period of time acceptable to the Sponsor. Failure to do so is grounds for termination of this Contract.

39. The School administrator, or appropriate representative, shall participate regularly in training provided by the Sponsor and/or Ohio Department of Education, and receive technical assistance at the direction of the Sponsor at the Sponsor's expense.

40. The Governing Authority and administration shall cooperate fully with the Sponsor in all activities as required by regulations of the Ohio Department of Education for oversight of the School. This includes, but is not limited to:

    (a) Annual file updates per checklist as set out by the Sponsor.
    (b) An on-site visit prior to opening of each school year and bi-monthly visits during the school year.
    (c) Bi-monthly reviews of financial status.
    (d) Access (read only) to academic and financial data and data systems.
    (e) Other appropriate requests for information from the Sponsor, the Ohio Department of Education or the Auditor of State.

    The Governing Authority recognizes that the Sponsor has a legitimate educational interest in the educational records of the School and thus grants to the Sponsor read-only access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA"), as necessary for Sponsor to carry out its oversight responsibilities. The Sponsor agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit access to only those records in which they have legitimate educational interests and that as required by law the Sponsor will destroy the educational records when no longer needed for the purposes outlined in this Contract, or otherwise needed under state or federal law or any applicable court order. Notwithstanding other indemnification provisions herein, the Sponsor agrees that it is responsible for any and all reasonable costs or damages that result from the Sponsor's failure to comply with FERPA, or the Sponsor's failure to comply with other state and federal laws regarding the privacy of education records.

41. Pursuant to the Ohio Revised Code § 3314.03(C), the Governing Authority shall pay the amount of three percent (3%) of the total state funds received each year, in consideration for the time, organization, oversight, fees and costs of the Sponsor pursuant to this Contract. Pursuant to Ohio Revised Code § 3314.02, such

payments shall be paid based on invoices from the Sponsor. The invoices shall be payable on or before the 30th of the month.

42. The Governing Authority and the Sponsor must meet at least once yearly at a board meeting before the end of the School's fiscal year to review the terms and provisions of this Contract.

43. All criminal background checks (BCI&I/FBI fingerprint and background check information) of teachers, staff or the Governing Authority must be conducted through the "web-check" or another twenty-four (24) hour reporting entity at the expense of the School. The Governing Authority must obtain all personal consents necessary to release copies of the Governing Authority's background checks to the Sponsor.

As stated above herein, the Sponsor is a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(l) of the Ohio Revised Code for employees working at the School and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the Sponsor pursuant to this Contract.

44. The Governing Authority shall have a Conflict of Interest policy and include a policy in ATTACHMENT 10.

45. The Governing Authority must have a state-approved technology plan within sixty (60) days of execution of this Contract and complete the filing procedures for OhioNet (formally SchoolNet) and E-rate on or before the next applicable deadlines.

A breach of any of the covenants and/or agreements in subparagraphs 1 through 45 above or a breach of any terms of this Contract, including all Attachments to this Contract, shall constitute good cause for termination, suspension or non-renewal of this Contract.

**C. Sponsor Obligations.** The Sponsor shall provide oversight and guidance to the Governing Authority including, but not limited to, the following:

1. Monitoring the School's compliance with applicable law and the terms of this Contract;

2. Monitoring and evaluating the academic and fiscal performance and the organization and operation of the School;

3. Reporting annually the results of its evaluation to the Department of Education and to parents of students enrolled in the School;

4. Providing reasonable technical assistance to the School in complying with

applicable laws and this Contract provided, however, the Sponsor is not a legal firm so any assistance as to laws should be confirmed by Governing Authority's legal counsel;

5. Intervening as the Sponsor deems necessary in the School's operation to correct problems with overall performance (including but not limited to exercising its right to place the School on probation under Ohio Revised Code § 3314.073 or to non-renew, suspend, or terminate the School under Ohio Revised Code § 3314.07 or § 3314.072 (the Sponsor may, at its sole discretion, require a plan of action from the Governing Authority to cure any issues or violations);

6. Preparing and assisting with contingency plans in the event the School experiences financial difficulties or closes before the end of the school year;

7. Providing in writing the annual assurances for the School to the Ohio Department of Education no less than ten (10) business days prior to the first day of school under Revised Code § 3314.19;

8. Having a representative within fifty (50) miles of the School facility; and

9. Adhering to and complying with the BCHF contract with the Ohio Department of Education even if those provisions affect the School, and the School consents to such obligations of the Sponsor.

10. The School acknowledges the purported obligations of the Sponsor in the Ohio Department of Education's closing guidance and consents to the authority of the Sponsor to carry out those obligations, if needed.

**D. Other.** The Parties covenant and agree as follows:

1. The Sponsor and the Governing Authority mutually agree that failure to open the School on or before BLANK DATE voids the Contract.

2. The Sponsor, upon request, will assist the Governing Authority in securing such technical assistance and training or services from other entities as may be reasonably necessary.

3. The Governing Authority specifically recognizes and acknowledges the authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with Ohio Revised Code Section 3314.03(A)(22)(a).

**E. Contract Authorization.** Before executing this Contract, all parties must each pass a resolution (by majority vote at an open board meeting of the Sponsor and Governing Authority and memorialized as a Resolution in its minutes) authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on

behalf of the party with full authority to bind that party.

**F. Probation; Suspension of Operations.** The Sponsor may place the School on probation pursuant to Ohio Revised Code §§ 3314.07 and .073. The Sponsor may suspend operations of the School and this Contract pursuant to Ohio Revised Code § 3314.072. The Sponsor may terminate this Contract pursuant to ORC §3314.07. The Department of Education may suspend operations pursuant to Ohio Revised Code § 3314.072 if the Sponsor refuses to do so.

Upon receipt of any Notice of Intent to Suspend, or upon receipt of any notice of closure from any governmental or administrative agency, or upon a vote of voluntary closure by the Governing Authority, the Governing Authority must immediately submit to the Sponsor, a good faith deposit of five thousand dollars ($5,000), so long as payment of such deposit does not violate any community school closing procedures or other laws or contracts. Such deposit shall be used to cover any costs or fees which may be required to facilitate or effectuate closing of the School, including but not limited to: notices to parents, transfer of files, change of locks, securing assets, segregating or selling assets, accounting, legal, or treasurer fees incurred by Sponsor, in any way associated with the termination or closure of the school if it is actually suspended and then terminated and closed. However, payment of such deposit shall not be construed to imply that the Governing Authority consents to all above-listed actions by the Sponsor, insofar as the Governing Authority may have competing legal obligations. The good faith deposit will be returned to the School without interest if not used for these purposes by the Sponsor.

**G. Ending the Community School.** In the event that this Contract is terminated or not renewed, the operation of the School will cease as a community school and the following requirements and procedures apply regarding the Governing Authority and the School (unless operations continue as a public school of an existing school district):

1. The School may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed.

2. Upon termination of this Contract, by law or by these Contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the School, all equipment, supplies, real property, books, furniture or other assets of the School, shall be distributed in accordance with Ohio Revised Code §§ 3314.015(E) and 3314.074. The School shall comply with all closing procedures included in ATTACHMENT 12, even if listed as requirements of Sponsor.

**H. Dispute Resolution.** Other than a dispute falling under paragraph I below concerning termination of this Contract, and for all other disputes regarding either any term of this Contract or any community school issue, the parties shall use the following dispute resolution procedure: The parties shall make initial attempts to resolve any dispute between a designated Board Member of the Sponsor and the

President of the Governing Authority. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified mediator for mediation. The parties will make every attempt to resolve such disputes through mediation and shall equally split all fees or costs of any third party mediator and each party shall assume its own attorney fees.

**I. Term.** This Contract shall be for an initial term commencing on the date of execution of this Contract, becoming effective on BLANK DATE and ending on BLANK DATE. The Governing Authority's financial obligations under this Contract survive termination, non-renewal and expiration. The Sponsor may choose not to renew the Contract for cause or may choose to suspend operations of the School and this Contract or terminate the Contract at any time for any of the following reasons:

1. Failure to meet student performance requirements stated in this Contract;

2. Failure to meet generally accepted standards of fiscal management;

3. Violation of any provision of this Contract or applicable state or federal law; and

4. Other good cause.

Unless the Sponsor has suspended operations of the School, a termination shall be effective only at the conclusion of the instructional year.

Upon the expiration of this Contract the Sponsor may, with the agreement of the Governing Authority and in accordance with Ohio Revised Code § 3314.03(E) renew the contract for a period of time to be determined by the Sponsor, but not ending earlier than the end of any school year.

At least ninety (90) days prior to the termination or non-renewal of this Contract, the Sponsor shall notify the Governing Authority of the proposed action in writing. Receipt of notice by the President or other member of the Governing Authority of the School if the President cannot be notified with reasonable effort, shall be conclusively deemed to constitute receipt of notice to the Governing Authority. The notice shall include the reasons for the proposed action in detail and the effective date of the non-renewal or termination. The Governing Authority may, within fourteen (14) calendar days of receiving the notice, request in writing an informal hearing before the Sponsor. The informal hearing shall be held within thirty (30) days of the receipt of a request for the hearing. A decision by the Sponsor to terminate this Contract may be appealed only to the State Board of Education. The decision of the State Board of Education shall be final.

**J. Management Agreements.** All management agreements entered into by the Governing Authority must be provided to the Sponsor not less than ten (10) business days prior to the entering into such management agreements and all

management agreements to which the Governing Authority is currently a party are appended as ATTACHMENT 13. The management agreement must allow the budget to contain provisions for adequate professional fees on the Governing Authority's behalf for any controversies between the Governing Authority and the management company. Any changes to any management agreements must be provided to the Sponsor not less than ten (10) business days prior to such changes. The Governing Authority may apply for Internal Revenue Code Tax Exempt (501(c)(3)) status in the name of the School. If the School is not contracting with a management company and, at some point, deems at its discretion due to mismanagement, ineffective governance, or poor academic performance one is necessary, the sponsor may require the Governing Authority to interview, select and enter into agreement with an educational management organization for such services.

**K. Consulting Agreements.** All consulting agreements entered into by the School or the Governing Authority must be provided to the Sponsor not less than ten (10) business days prior to the entering into such consulting agreements and all consulting agreements to which the School or the Governing Authority are currently a party are appended as ATTACHMENT 13. Any changes to any consulting agreements must be provided to the Sponsor not less than ten (10) business days prior to such changes.

**L. Organizational Structure.** The Organizational Structure and management/ administration, employee, Governing Authority relationships must be accurately reflected in an Organization Chart appended as ATTACHMENT 14. Written clarifications that describe working relationships of each entity must also be included. Any modifications to the Organizational Structure, positions and/or modifications (adding removing, altering any positions) must be submitted in written form to the Sponsor prior to implementation.

**M. Headings and Attachments.** Headings are for the convenience of the parties only. Headings have no substantive meaning. All ATTACHMENTS 1-14 of this Contract are attached hereto and incorporated by reference into this Contract.

**N. Assignments and Modifications.** Except as otherwise provided herein, this Contract and its terms shall not be assigned or delegated without the written approval of the other party. No modifications to this Contract shall be valid and binding unless signed by both the Sponsor and the Governing Authority and attached to this Contract.

**O. Notice.** Any notice to one party by the other shall be satisfied upon receipt, and delivered by personal delivery or by certified mail; return receipt requested the following persons and address:

If to Sponsor:

Ohio Dept. of Education c/o BLANK
BLANK ADDRESS

With a copy to:

BLANK

If to Governing Authority or School to:

Signal Tree Academy South, Inc.

BLANK

With a copy to:

BLANK

Notices of change of person or address must be given pursuant to this paragraph O.

**P. Expiration of Contract.** Upon the expiration of this Contract the Sponsor may, in accordance with Ohio Revised Code § 3314.03(E), renew the Contract.

**Q. Severability.** If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.

*The remainder of this page is intentionally left blank.*

Executed this _____ day of ____, 2011.

GOVERNING AUTHORITY:

Signal Tree Academy South, Inc.

BY:_____

BLANK

With full authority to execute this Contract for and on behalf of Governing Authority and with full authority to bind the Governing Authority and the School;

SPONSOR:

The Ohio Department of Education

BY:_____
BLANK

# ATTACHMENT 4

Prescribed by:

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

| Expedite this Form: (Select One) | |
|---|---|
| Mail Form to one of the Following: | |
| ☑ Yes | PO Box 1390<br>Columbus, OH 43216<br>*** Requires an additional fee of $100 *** |
| ○ No | PO Box 670<br>Columbus, OH 43216 |

# INITIAL ARTICLES OF INCORPORATION

*(For Domestic Profit or Nonprofit)*
Filing Fee $125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

*(CHECK ONLY ONE (1) BOX)*

| (1) ☐ Articles of Incorporation Profit | (2) ☑ Articles of Incorporation Nonprofit | (3) ☐ Articles of Incorporation Professional (170-ARP) |
|---|---|---|
| (113-ARF) | (114-ARN) | Profession _____ |
| ORC 1701 | ORC 1702 | ORC 1785 |

***Complete the general information in this section for the box checked above.***

FIRST: Name of Corporation Signal Tree Academy South, Inc.

SECOND: Location Akron *(City)* Summit *(County)*

Effective Date **(Optional)** _____ *(mm/dd/yyyy)* *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*

☑ *Check here if additional provisions are attached*

***Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.***

THIRD: Purpose for which corporation is formed

See Third, Fourth, Fifth, Sixth and Seventh Articles set forth on Addendum attached hereto and made a part hereof by reference.

***Complete the information in this section if box (1) or (3) is checked.***

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any) _____ *(No. of Shares)* _____ *(Type)* _____ *(Par Value)*

(Refer to instructions if needed)

*Completing the information in this section is optional*

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

*(Name)*

*(Street)* *NOTE: P.O. Box Addresses are NOT acceptable.*

*(City)* *(State)* *(Zip Code)*

*(Name)*

*(Street)* *NOTE: P.O. Box Addresses are NOT acceptable.*

*(City)* *(State)* *(Zip Code)*

*(Name)*

*(Street)* *NOTE: P.O. Box Addresses are NOT acceptable.*

*(City)* *(State)* *(Zip Code)*

**REQUIRED**
Must be authenticated **(signed)** by an authorized representative
**(See Instructions)**

L S Walko — Authorized Representative — 12-27-10 — Date

Lee S. Walko
(print name)

Authorized Representative — Date

(print name)

Authorized Representative — Date

(print name)

*Complete the information in this section if box (1) (2) or (3) is checked.*

# ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Signal Tree Academy South, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Lee S. Walko
*(Name)*

75 East Market Street
*(Street)* *NOTE: P.O. Box Addresses are NOT acceptable.*

Akron ,Ohio 44308
*(City)* *(Zip Code)*

Must be authenticated by an authorized representative

L S Walko — Authorized Representative — 12-27-10 — Date

Authorized Representative — Date

Authorized Representative — Date

## ACCEPTANCE OF APPOINTMENT

The Undersigned, Lee S. Walko, named herein as the

Statutory agent for, Signal Tree Academy South, Inc.,

, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: L S Walko
(Statutory Agent)

# ARTICLES OF INCORPORATION
# OF
# SIGNAL TREE ACADEMY SOUTH, INC.

## ADDITIONAL PROVISIONS

THIRD: The purposes for which the Corporation is formed are to manage, operate, guide, direct and promote a community school, and such other educational and related activities as the Board of Trustees may define from time to time. This Corporation is organized as a public benefit corporation as defined in Ohio Revised Code Section 1702.01(P).

FOURTH: The sole Member of the Corporation shall be Signal Tree Education South, LLC, a Nevada limited liability company, or its successor.

FIFTH: The Corporation's Board of Trustees shall consist of not less than three (3) nor more than five (5) individuals as the Member from time to time may fix by resolution. Each Trustee shall serve at the pleasure of the Member, and may be removed at any time by the Member. Upon the occurrence of any vacancy in the membership of the Board of Trustees, whether by death, resignation, removal or otherwise, the Member shall have the sole right to appoint a successor Trustee to fill such vacancy.

SIXTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Member, Trustees, Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Third Article hereof.

SEVENTH: Upon the dissolution of the Corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to a public benefit corporation, the United States, a state or any political subdivision of a state, or an organization recognized as exempt for federal income tax purposes under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to an organization described above, as said Court shall determine.

# * 201036300034*

| DATE: | DOCUMENT ID | DESCRIPTION | FILING | EXPED | PENALTY | CERT | COPY |
|---|---|---|---|---|---|---|---|
| 12/29/2010 | 201036300034 | DOMESTIC ARTICLES/NON-PROFIT (ARN) | 125.00 | 200.00 | .00 | .00 | .00 |

**Receipt**

This is not a bill. Please do not remit payment.

BRENNAN, MANNA & DIAMOND, LLC
ATTN: KYLE L. GAUL
75 EAST MARKET STREET
AKRON, OH 44308

# STATE OF OHIO
## CERTIFICATE
### Ohio Secretary of State, Jennifer Brunner

**1985520**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**SIGNAL TREE ACADEMY SOUTH, INC.**

and, that said business records show the filing and recording of:

| Document(s) | Document No(s): |
|---|---|
| **DOMESTIC ARTICLES/NON-PROFIT** | **201036300034** |

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 28th day of December, A.D. 2010.

Ohio Secretary of State

# CODE OF REGULATIONS
# OF SIGNAL TREE ACADEMY SOUTH, INC.

## ARTICLE I
## GENERAL

**Section 1. Name.**

The name of this Ohio nonprofit corporation shall be Signal Tree Academy South, Inc. (the "Corporation").

**Section 2. Operation, Objectives, and Guiding Principles.**

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated as a public benefit corporation defined in §1702.01(P) of the Ohio Revised Code.

a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

b. Unless otherwise specifically set forth in this Code of Regulations:

i. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and

ii. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and

iii. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

iv. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator of a community school unless at one year has elapsed since the conclusion of the person's membership; and

v. No loans shall be made by the Corporation to its directors or officers.

**Section 3. Location.**

The Corporation's headquarters shall be located and maintained in Cuyahoga County, Ohio or such other location as the Board of Directors may determine.

**Section 4. Property.**

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

## ARTICLE II
## SOLE MEMBER

The sole member of the Corporation shall be Signal Tree Education South, LLC.

## ARTICLE III
## BOARD OF DIRECTORS

**Section 1. Management.**

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no more than five members; all of whom shall be appointed each year to hold office in accordance with Section 2 below. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee, or consultant of any nonprofit or for profit operator of a community school unless at least one year has elapsed since the conclusion of the person's membership.

**Section 2. Authority.**

Except where otherwise provided in the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

**Section 3. Election of and Term of Office of Directors.**

Each Director shall serve a one (1) year term. The sole member of the Corporation shall have the power to appoint and remove Directors. Directors may be removed at any time, with or without cause, for any reason or no reason.

**Section 4. Director Vacancies.**

a. The office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be by the sole member pursuant to Section 3314.02(E)(1) of the Ohio Revised Code.

**Section 5. Qualifications.**

All Directors are required to obtain a criminal background check, as required by Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of the Board may serve on the governing authority of more than one other Ohio community school while a member of this Board.

**Section 6. Compensation.**

Except as required by law, no Director shall be compensated for his or her service as a Director but may be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

## ARTICLE IV
## MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

**Section 1. General Powers of the Board.**

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

**Section 2. Other Powers.**

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

a. to fix, define and limit the powers and duties of all officers,

b. to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;

c. to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;

d. to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

**Section 3. Meetings of the Board.**

Annual Meetings of the Board of Directors shall be held each year during the month of June at a time and place in Cuyahoga, County, designated by the Directors.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code or at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the written call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore. Any Special Meeting may be made other than by written notice when circumstances dictate. Notice of meeting shall be given to the public as required by Ohio law.

All meetings of the Board shall be held at such place within Cuyahoga, County, Ohio, as the Board of Directors may determine.

**Section 4. Meeting Held Through Communications Equipment.**

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such meeting.

**Section 5. Action Without Meeting.**

Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such

action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees.

**Section 6. Quorum.**

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

**Section 7. Vote of Directors.**

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members entitled to vote who are present unless otherwise provided in this Code of Regulations.

**Section 8. Executive Session.**

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended. The sole member, or any person designated by the sole member as a representative, shall not be excluded from any executive session conducted under this section.

## ARTICLE V
## OFFICERS

**Section 1. Election of Officers.**

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

**a. President.** The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. He/She shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; coordinate managements' annual performance

evaluation; recruit new board members; act as spokesperson for the organization; periodically consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

**b. Vice-President.** The Vice-President shall perform duties as are conferred upon him/her by those regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

**c. Secretary.** The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. The Secretary shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature.

**d. Treasurer.** The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an Assistant Treasurer to act as the corporation's designated fiscal officer who shall hold such licenses and receive such training as required by Ohio law. The Assistant Treasurer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Upon the expiration of his/her appointment, the Assistant Treasurer shall turn over to the Board of Directors all property, books, paper and money of the Corporation in his/her hands.

**e. Designated Fiscal Officer.** The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Assistant Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the board's review of and action related to the board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the board for approval; and review and answer board members' questions about the

annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public.

**Section 2. Assistant and Subordinate Officers.**

The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation, if any.

**Section 3. Duties of Officers May be Delegated.**

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director.

**Section 4. Qualifications and Authority of Officers.**

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

**Section 5. Term of Office.**

The officers of the Corporation shall hold office for one year. The number of terms of such Officers shall not be limited.

**Section 6. Resignation and Removal.**

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

**Section 7. Officer Vacancies.**

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

## ARTICLE VI
## COMMITTEES

The Corporation may have Standing or Special Committees of no more than two (2) Directors to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

## ARTICLE VII
## SEAL

If deemed advisable by the Board of Directors, the Corporation may adopt a corporate seal. The Corporate Seal of the Corporation shall be circular in form and shall contain the words, Coalition for Community School Reform – Honors Academy. If deemed advisable by the Board of Directors, duplicate seals may be provided and kept for the purpose of the Corporation.

## ARTICLE VIII
## BOARD POLICIES

**Section 1. Conflicts of Interest Policy**

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person.

**Section 2. Nondiscriminatory Policy**

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status or military status with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the Corporation will comply with all federal and state laws regarding the education of handicapped students.

## ARTICLE IX
## BOARD POLICIES

**Section 1. Conflicts of Interest Policy**

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person.

## ARTICLE X
## INDEMNIFICATION

**Section 1. Indemnification.**

Except as otherwise provided in this Article, the Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director, Officer, or Member of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Corporation by its Board of Directors may indemnify any other person as deemed proper by said Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or any time having been a Director, Officer, Member, employee or other agent of or in a similar capacity with the Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, Director, officer, administrator, manager, employee, member, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan.

Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

**Section 2. Insurance.**

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, volunteer of, the Corporation.

## ARTICLE XI

## CONFLICT WITH ARTICLES OF INCORPORATION

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

## ARTICLE XII
## DISSOLUTION

The Corporation may be dissolved by the member at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

## ARTICLE XIII
## MISCELLANEOUS

**Section 1. Fiscal Year.**

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

**Section 2. Audit.**

The fiscal records of the Corporation shall be audited each year by the Auditor of the State of Ohio or by a Certified Public Accountant and the report thereof made available to the President, the Board of Directors, the sole member, and such other persons as may be necessary or appropriate.

**Section 3. Spending Authority.**

Other than electronic funds disbursements authorized pursuant to any contract approved by the Board of Directors, disbursements in excess of $5,000 shall require the signature of the Treasurer and one other officer. Expenditures in excess of $10,000 shall require approval by the Board of Directors.

## ARTICLE XIV
## AMENDMENTS

These regulations may be amended only with the prior written consent of the Corporation's sole member.

# ATTACHMENT 5

# Facility Narrative

The School facilities generally adhere to a common design which is a free standing structure. In the most instances, The School utilize existing space for its facilities, and then undertakes construction improvements to modify the space to fit the schools' specific needs. The School complies with all federal, state, and local laws related to construction and physical improvements, including ADA requirements and local permit and zoning regulations. The School accomplishes compliance with these regulations by hiring local architectural and engineering firms.

Based on the school's anticipated enrollment and maximum capacity, the School generally seeks to operate in an appropriate square foot facility, including parking spaces. The size of the facility corresponds with the projected student and staff capacity.

The School uses CB Richard Ellis as its nationwide broker for property opportunities. CBRE leverages the industry's most powerful knowledge base to meet the commercial real estate needs of The School. Once a charter is secured, the search will begin and suitable site will most likely be identified within 30 days. The School will have many site visits throughout the site procurement and construction process.

The site will be leased for about 5 years with extension terms included into the lease. Once the site has been finalized and the lease is signed, construction will begin. Construction consists of "gutting" the existing site and creating a floor plan suitable for The School standards. This entire construction process should take approximately 20 weeks at a cost of $1.2 million. Preliminary quotes will be sought through multiple contractors, nationally and locally. The contractors will be paid in multiple draws throughout the construction and paid by check by The School. There will be no financing for any part of this construction.

# ATTACHMENT 6

# BOARD MEMBER SELECTION AND REMOVAL POLICY

As provided in Attachment 4 (Code of Regulations), the Board of Directors of the Governing Authority shall be responsible for the management of the affairs of the School in furtherance of its purposes. The Board of Directors shall consist of no more than five members; all of whom shall be appointed each year to hold office. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee, or consultant of any nonprofit or for profit operator of a community school unless at least one year has elapsed since the conclusion of the person's membership.

Each Director shall serve a one year term. The sole member of the Corporation shall have the power to appoint and remove Directors. Directors may be removed at any time, with or without cause, for any reason or no reason. Directors are appointed subject approval by the School's sponsor.

The office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be by the sole member pursuant to Section 3314.02(E)(1) of the Ohio Revised Code.

All Directors are required to obtain a criminal background check, as required by Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. No member of the Board may serve on the governing authority of more than one other Ohio community school while a member of this Board.

Except as required by law, no Director shall be compensated for his or her service as a Director but may be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

BOARD ROSTER

SIGNAL TREE ACADEMY SOUTH, INC.

Steven M. Scanlon, President

Eddie Sipplen

Eric Fankhauser

# BOARD OF DIRECTORS Meetings

Meeting location to be determined

# CODE OF REGULATIONS
# OF SIGNAL TREE ACADEMY SOUTH, INC.

## ARTICLE I
## GENERAL

**Section 1. Name.**

The name of this Ohio nonprofit corporation shall be Signal Tree Academy South, Inc. (the "Corporation").

**Section 2. Operation, Objectives, and Guiding Principles.**

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a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

b. Unless otherwise specifically set forth in this Code of Regulations:

i. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and

ii. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and

iii. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

iv. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator of a community school unless at one year has elapsed since the conclusion of the person's membership; and

v. No loans shall be made by the Corporation to its directors or officers.

**Section 3. Location.**

The Corporation's headquarters shall be located and maintained in Cuyahoga County, Ohio or such other location as the Board of Directors may determine.

**Section 4. Property.**

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

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**Section 2. Authority.**

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**Section 4. Director Vacancies.**

a. The office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be by the sole member pursuant to Section 3314.02(E)(1) of the Ohio Revised Code.

**Section 5. Qualifications.**

All Directors are required to obtain a criminal background check, as required by Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of the Board may serve on the governing authority of more than one other Ohio community school while a member of this Board.

**Section 6. Compensation.**

Except as required by law, no Director shall be compensated for his or her service as a Director but may be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

## ARTICLE IV
## MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

**Section 1. General Powers of the Board.**

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

**Section 2. Other Powers.**

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

a. to fix, define and limit the powers and duties of all officers,

b. to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;

c. to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;

d. to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

**Section 3. Meetings of the Board.**

Annual Meetings of the Board of Directors shall be held each year during the month of June at a time and place in Cuyahoga, County, designated by the Directors.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code or at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the written call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore. Any Special Meeting may be made other than by written notice when circumstances dictate. Notice of meeting shall be given to the public as required by Ohio law.

All meetings of the Board shall be held at such place within Cuyahoga, County, Ohio, as the Board of Directors may determine.

**Section 4. Meeting Held Through Communications Equipment.**

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such meeting.

**Section 5. Action Without Meeting.**

Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such

action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees.

**Section 6. Quorum.**

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

**Section 7. Vote of Directors.**

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members entitled to vote who are present unless otherwise provided in this Code of Regulations.

**Section 8. Executive Session.**

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended. The sole member, or any person designated by the sole member as a representative, shall not be excluded from any executive session conducted under this section.

## ARTICLE V
## OFFICERS

**Section 1. Election of Officers.**

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

**a. President.** The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. He/She shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; coordinate managements' annual performance

evaluation; recruit new board members; act as spokesperson for the organization; periodically consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

**b. Vice-President.** The Vice-President shall perform duties as are conferred upon him/her by those regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

**c. Secretary.** The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. The Secretary shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature.

**d. Treasurer.** The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an Assistant Treasurer to act as the corporation's designated fiscal officer who shall hold such licenses and receive such training as required by Ohio law. The Assistant Treasurer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Upon the expiration of his/her appointment, the Assistant Treasurer shall turn over to the Board of Directors all property, books, paper and money of the Corporation in his/her hands.

**e. Designated Fiscal Officer.** The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Assistant Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the board's review of and action related to the board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the board for approval; and review and answer board members' questions about the

annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public.

**Section 2. Assistant and Subordinate Officers.**

The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation, if any.

**Section 3. Duties of Officers May be Delegated.**

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director.

**Section 4. Qualifications and Authority of Officers.**

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

**Section 5. Term of Office.**

The officers of the Corporation shall hold office for one year. The number of terms of such Officers shall not be limited.

**Section 6. Resignation and Removal.**

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

**Section 7. Officer Vacancies.**

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

## ARTICLE VI
## COMMITTEES

The Corporation may have Standing or Special Committees of no more than two (2) Directors to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

## ARTICLE VII
## SEAL

If deemed advisable by the Board of Directors, the Corporation may adopt a corporate seal. The Corporate Seal of the Corporation shall be circular in form and shall contain the words, Coalition for Community School Reform – Honors Academy. If deemed advisable by the Board of Directors, duplicate seals may be provided and kept for the purpose of the Corporation.

## ARTICLE VIII
## BOARD POLICIES

**Section 1. Conflicts of Interest Policy**

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person.

**Section 2. Nondiscriminatory Policy**

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status or military status with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the Corporation will comply with all federal and state laws regarding the education of handicapped students.

## ARTICLE IX
## BOARD POLICIES

**Section 1. Conflicts of Interest Policy**

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person.

## ARTICLE X
## INDEMNIFICATION

**Section 1. Indemnification.**

Except as otherwise provided in this Article, the Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director, Officer, or Member of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Corporation by its Board of Directors may indemnify any other person as deemed proper by said Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or any time having been a Director, Officer, Member, employee or other agent of or in a similar capacity with the Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, Director, officer, administrator, manager, employee, member, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan.

Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

**Section 2. Insurance.**

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, volunteer of, the Corporation.

## ARTICLE XI

## CONFLICT WITH ARTICLES OF INCORPORATION

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

## ARTICLE XII
## DISSOLUTION

The Corporation may be dissolved by the member at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

## ARTICLE XIII
## MISCELLANEOUS

**Section 1. Fiscal Year.**

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

**Section 2. Audit.**

The fiscal records of the Corporation shall be audited each year by the Auditor of the State of Ohio or by a Certified Public Accountant and the report thereof made available to the President, the Board of Directors, the sole member, and such other persons as may be necessary or appropriate.

**Section 3. Spending Authority.**

Other than electronic funds disbursements authorized pursuant to any contract approved by the Board of Directors, disbursements in excess of $5,000 shall require the signature of the Treasurer and one other officer. Expenditures in excess of $10,000 shall require approval by the Board of Directors.

## ARTICLE XIV
## AMENDMENTS

These regulations may be amended only with the prior written consent of the Corporation's sole member.

# Conflict of Interest Disclosure Statement

Please initial in the space at the end of Item A or complete Item B, whichever is appropriate, complete Item C, and sign and date the statement and return it to be kept on file for the Board.

A. I am not aware of any relationship or interest or situation involving my family or myself that might result in, or give the appearance of being, a conflict of interest between such family member(s) or me on one hand and the Academies on the other. _____
Initials

B. The following are relationships, interests, or situations involving me or a member of my family that I consider might result in or appear to be an actual, apparent, or potential conflict of interest between such family members or myself on one hand and the Academies on the other: _____
Initials

For-profit corporate directorships, positions, and employment:

_____

Nonprofit trusteeships of positions:

_____

Memberships in the following organizations:

_____

Contracts, business activities, and investments with or in the following organizations:

_____

Other relationships and activities:

_____

My primary business or occupation at this time:

_____

C. I have read and understand the Academies Conflict of Interest Policy and agree to be bound by it. I will promptly inform the board chair of the Academies of any material change that develops in the information contained in the foregoing statement.

_____ _____ _____
Type/print name Signature Date

# CODE OF ETHICS / CONFLICT OF INTEREST POLICY

This Code of Ethics (the "Code of Ethics") has been unanimously adopted by the Board of Directors of the Academy (the “Non-Profit”) and is intended to apply to the Corporation’s directors, officers and employees.

## I. PURPOSE OF CODE OF ETHICS

The purpose of this Code of Ethics is to promote the honest and ethical conduct of the directors, officers and employees of the Corporation, including: (i) the ethical handling of actual or apparent conflicts of interest between personal and professional relationships; (ii) full, fair, accurate, timely and understandable disclosure in periodic reports required to be filed by the Corporation; (iii) compliance with all applicable governmental rules and regulations; (iv) prompt internal reporting of violations of this Code of Ethics; and, (v) accountability for adherence to this Code of Ethics. This Code of Ethics is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit and charitable corporations.

## II. CONFLICT OF INTEREST POLICY

1. Definitions.

Interested Person. Any director, officer, or employee of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

(a) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

(b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as loans, gifts or favors that are substantial in nature. Without limiting the generality of the foregoing, the receipt of gifts during any twelve-month period having a value or cost of $25 or more in the aggregate shall be considered substantial in nature.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

2. Procedures

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall thereupon determine, by a vote of seventy-five percent (75%) of the votes entitled to vote, whether the disclosure shows that a conflict of interest exists or can be reasonably construed to exist.

(c) Procedures for Addressing the Conflict of Interest.

(i) An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(ii) The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(iii) After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(iv) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflict of Interest Policy.

(i) If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.

(ii) If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.

(e) Prohibited Conflicts of Interest. The foregoing notwithstanding, the limitations specified below shall apply to all of the Corporation's directors, officers and employees, and any situation violating such limitations shall constitute a violation of this policy, not subject to waiver or approval by the board or otherwise:

(i) No person who is an officer or employee of a for-profit education management organization having a business relationship with the Corporation shall be a director of the Corporation during such relationship.

(ii) No person who is an officer or employee of a for-profit organization having a business relationship with the Corporation shall be a director of the Corporation during such relationship.

(iii) Directors, officers, or employees of any single organization shall hold no more than forty percent (40%) of total seats comprised by the Board.

(iii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

3. Records of Proceedings. The minutes of the board and all committees with board-delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

4. Compensation.

(a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

5. Statements of Understanding. Each director, officer and employee shall at the time of election, appointment or employment, and every anniversary thereof, sign a statement which affirms that such person:

(a) has received a copy of this Code of Ethics,

(b) has read and understands this Code of Ethics,

(c) has agreed to comply with this Code of Ethics, and

(d) understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## III. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter, the Corporation's Bylaws and all other laws, rules and regulations applicable to the Corporation's purposes and business. Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful. The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment. Directors, officers and employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.

(b) Whether partners and joint venture arrangements and arrangements with management services organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.

(c) Whether agreements to provide education and agreements with other employees and third parties further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

Attachment 3

Governing Authority Documents

1. Roster of members with contact information
   (Include work, home phone numbers, and email addresses)
2. Copy of BCI & FBI check results for each board member
3. Resume for each Board member
4. Board meeting schedule
5. Description of Board member selection and removal process

**Board of Directors Meeting**
**of**
**Signal Tree South Inc.**

# AGENDA

**Date:** **September 28, 2011**
**Time:** **3:30 p.m.**
**Location:** **White Hat Management**
**159 S. Main Street, Suite 600**
**Akron, Ohio 44308**
**Conference Dial In: 866-503-7671**
**Passcode: 72853254**

**A. Call to Order**

**B. Roll Call**

**Board Member Attendance**:

| | | |
|---|---|---|
| Steve Scanlin | ☐Present | ☐Absent |
| Eddie Sipplen | ☐Present | ☐Absent |
| Eric Faunkhauser | ☐Present | ☐Absent |

**Other Attendees:**

| | | |
|---|---|---|
| Rodd Coker, White Hat, VP of Comm Engagement & Bus Dev | ☐Present | ☐Absent |
| Jillian McKeen, Director of Governance and Compliance | ☐Present | ☐Absent |
| Carlena Hart, Board Liaison, Manager | ☐Present | ☐Absent |

**C. Public Comment**

**D. Review of Agenda and Proposed Resolutions**

**F. Standard Business**

**G. New Business**

**i. Ratify Board Member**

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

**ii. Officers**

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

**iii. Code of Regulations**

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

**iv. Submission of Charter Application**

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

**v. Negotiation of Management Agreement**

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

**vi. Designation of Legal Counsel**

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

## H. Discussion

## I. Reminder of Next Board Meeting:

## J. Adjournment

Motion:_____ Second: _____
Ayes: _____ Opposed: _____

1203 Glenn Ave. Columbus Ohio 43212
(C) 614.306.7024 (H)614.488.8488
SMScanlon24@gmail.com

# *Steven M. Scanlon*

*Math/Science* *High School/Middle School*

**Mission Statement**

To provide an engaging, meaningful, interactive environment for the exploration of academics, which students can apply in the classroom as well as into the real world.

**Education Related Experience**

*Monroe Traditional Middle School* 8/07 to 6/09

**Special Education E.D. Classroom**

- Developed courses to meet the needs of my students' abilities incorporating differentiated assessments and instruction.
- Trained in Crisis Prevention Intervention to assess and react calmly and appropriately to stressful situations. Including working with other teachers to help them develop ways to handle situations in a calm manner.
- Worked with administrators to develop and build schedules that fit the needs of my students.
- Worked closely with students to develop ways to deal with their anger and emotional trauma to build appropriate classroom behavior. This included meeting with various outside resources: Children's Services, Riverside Counseling services, MECCA, coaches, relatives and rec. center directors. Also collaborated with high school staff to help make transitions smooth for students going to high school.
- Collaborated with staff to create effective full inclusion classrooms for Science and Math, included designing labs, utilizing math manipulatives and creating alternate assessments.
- Utilized IEP Anywhere software to develop plans for the individual needs of my students and maintain communication with parents and administration.
- Met with parents on a regular basis to help to develop and address the changes in their child's needs, as well as, establish a report between the parent and school. Included going to student sporting events, family gatherings and concerts.
- Held after school academic assistance sessions to help students with social skills, homework, projects, general organization, provided a positive, productive environment.
- Involved my special needs students in my coaching program to provide additional social interaction and growth outside the classroom
- Incorporated field trips to Columbus State Fantastic Friday Science enrichment, Vertical Adventures rock climbing, Ohio State University college tour and Kings Island Science Day to enhance student learning and provide real world connection.
- Created a peaceful area of the school where many students would come for refuge and a kind ear.
- Participated in all staff v. student sporting events including soccer, volleyball and soccer.
- Staff Social Chair. My job was to bring staff together and create relations both in the school as well as social settings.

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SMScanlon24@gmail.com

**Hi-Incidence Classroom** 6/09 to 6/10
Grades 6, 7 and 8 (in addition to above)

- Worked closely with classroom teacher to create a full inclusion classroom for 6th Grade Science. Labs included dissections (frogs, squids, sheep eyes etc.), plant identification, and outdoor activities (predator v. prey, outdoor cooking, deer resource management, etc.).
- Created a computer based math classroom to meet the needs of students of various age ranges and effectively incorporate technology into the classroom. Students received assignments via email and had to provide written email responses. Many assignments were from various websites as well as finding their own sites for assistance. Included teaching students to effectively trouble shooting and repair computer problems
- Utilized a Smartboard and Smart Notebook everyday to enhance student learning and promote student progress with technology.
- Collaborated with other teachers to help them develop their technological needs. How to use Smartboards, Smart Response Clickers, document cameras, Powerpoint, projectors and laptops.
- Utilized Smart Response remote clicker system to incorporate technology with testing.
- Worked with students to develop and construct "Square Foot Gardens" for Monroe Earth Day. Students incorporated Math and carpentry skills such as measuring, use of angles, calculations and fractions to build the garden frames
- Helped to develop and compose Monroe's Dream Grant Application for school reading and science garden.
- Developed close relationships with staff in order to provide a smooth and cooperative working environment.

*Grandview Heights City Schools* 9/04 to 6/07
Substitute Teacher K-12
Long Term 7th grade Math 4/07 to 6/07

- Created interactive lessons based on the curriculum provided to me.
- Incorporated the computer lab and art into my lessons
- Developed a close relationship with staff members to help to be an effective team for student learning.

Long Term 9th grade Science 12/06 to 2/07

**Other Work Experience**

*BJ Scanlon – Architect* 6/02 to Present
Roofing Consultant, IT Manager,
Drafting and Design.

*Phinney Industrial Roofing*. 6/01 to 10/06
Columbus, OH Summers
Estimator and Project Manager

1203 Glenn Ave. Columbus Ohio 43212
(C) 614.306.7024 (H)614.488.8488
SMScanlon24@gmail.com

**Education Related Activities**

*Monroe Traditional Middle School*
6th Grad Camp Staff Member in 2007, 2008 and 2009
Winners Choice Staff Member 2008 and 2009
Student Council Faculty Advisor 2009-2010

*Grandview Heights*
6th Grade CampStaff Member in 2005
High Ropes Course Field trip 2007
Counselor in 1995 and 1996

**Coaching Related Experience**

*Worthington Kilbourne Middle School*
Head Football Coach for 2008

*Grandview Heights Middle School*
Football Coach
Head Coach for 2004, 2005 and 2006
Assistant for 1997 and 1998

*Grandview Heights Middle School* Baseball Coach
Head Coach for 2005 and 2006
Assistant for 2004

*Grandview Heights High School* Summer Baseball
Head Coach for 2005, Assistant for 2004

**Degree**

BS in Integrated Mathematics from the college of Education at Ohio University. Graduate: June 8, 2002.

**Certification**

4-9 Math/Science(Current) Mathematics grades 7-12 (Expired 2010).
Supplemental Special Ed. Certification.

**Other Coursework**

Computer Science, Chemistry, Biology, Physics, Geology, Language Arts, Writing, Literacy, Outdoor Pursuits.

**Computer Skills**

Word, Excel, Powerpoint; FTP, SSH, Internet Explorer, Safari, Opera, Microstation, Powerdraft, Nero, Media Programs (Quicktime, iTunes, Photoshop etc.); basic Networking; basic C, Pascal, C++ and TI Calculator programming; basic Web design; software installation; and Hardware installation and unit construction. Familiar with Mac, Windows and Linux operating systems. Plato, Adobe Acrobat Connect, Smart Notebook, Smart Response, Easy Grade Pro, Snapgrades and IEP Anywhere.

**Hobbies and Interests**

reading, woodwork, fishing, scuba diving, sketching, painting, canoeing, hiking, Aikido, Tai Chi, rock climbing, sailing, guitar, gardening, and traveling

**Board of Directors Meeting of**
**Signal Tree Academy South, Inc.**

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## Resolutions

### Ratify Board Members

**RESOLVED**, that the Board of Directors ratifies the following individuals as members of the Signal Tree Academy South, Inc. Board of Directors for a term effective _____ until the annual organizational meeting to be held no later than June 30, 2012:

_____
_____
_____
_____
_____

### Officers

**RESOLVED,** that the Board of Directors elects the following officers as set forth below, to serve in such capacity for a term ending on June 30, 2012, or until the election and qualification of their respective successors.

| | |
|---|---|
| President | _____ |
| Vice President | _____ |
| Secretary | _____ |
| Treasurer | _____ |

### Code of Regulations

**RESOLVED,** that the Board of Directors approves the Code of Regulations as presented.

### Submission of Charter Application

**RESOLVED**, that the Board of Directors approves the submission of a Community School Application to the Ohio Department of Education.

**RESOLVED FURTHER**, that the Board of Directors approves and authorizes a White Hat Management, LLC entity to provide all pertinent information for such application.

### Negotiation of Management Agreement

**RESOLVED,** that the Board of Directors authorizes its President to negotiate a Management Agreement with a White Hat Management entity and to sign such agreement based upon recommendations from counsel and consistent with the best interests of Signal Tree Academy South, Inc.

### Designation of Legal Counsel

**RESOLVED,** that the Board of Directors hereby designates the _____ as legal counsel of Signal Tree Academy South, Inc. for general and ongoing business matters.

**Board of Directors Meeting of**
**Signal Tree Academy South, Inc.**

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**Designation of Fiscal Officer**

**RESOLVED,** that the Board of Directors hereby designates Angela Neeley, School Treasurer for Iroquois Community School, LLC, a WHM affiliate, as the fiscal officer of Signal Tree Academy South, Inc. for financial and administrative matters.

**Directors' and Officers' Insurance**

**RESOLVED,** that the Board of Directors directs _____. to receive information and quotes regarding Directors' and Officers' Insurance, in order to obtain said Directors' and Officers' Insurance on such terms as are favorable to the Board.

_____

, Board President

**Board of Directors Meeting of**
**Signal Tree Academy South Inc.**

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**Resolutions**

**Ratify Board Members**

**RESOLVED**, that the Board of Directors ratifies the following individuals as members of the Signal Tree Academy South, Inc. Board of Directors for a term effective _____ until the annual organizational meeting to be held no later than June 30, 2012:

_____
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**RESOLVED FURTHER**, that the Board of Directors approves and authorizes a White Hat Management, LLC entity to provide all pertinent information for such application.

**RESOLVED FURTHER**, that the Board of Directors authorizes its President to execute said Community School Application on behalf of the Board of Directors.

**Negotiation of Management Agreement**

**RESOLVED,** that the Board of Directors authorizes its President to negotiate a Management Agreement with a White Hat Management entity and to sign such agreement based upon recommendations from counsel and consistent with the best interests of Signal Tree Academy South , Inc.

**Designation of Legal Counsel**

**RESOLVED,** that the Board of Directors hereby designates the _____ as legal counsel of Signal Tree Academy South, Inc. for general and ongoing business matters.

_____
, Board President

| | # | Task | Responsible WHM Dept |
|---|---|---|---|
| **Prior to 1st Board Meeting** | 1 | ID Sponsors with Open Charters | BD |
| | 2 | Meet with Sponsor to determine interest | BD |
| | 3 | Obtain Charter Application Guide from Sponsor | BD |
| | 4 | ID potential Board members | BD/Legal/Governance |
| | 5 | Ensure that WHM entities are formed and registered with the State of Ohio | BD/Legal/Governance |
| | 6 | Create drafts of new agreements for key contracts | BD/Legal/Governance |
| | 7 | Create Draft Articles of Incorporation | BD/Legal/Governance |
| | 8 | Coordinate with Legal Department to create draft Code of Regulations | BD/Legal/Governance |
| **Initial Member Actions** | 9 | Adopt Code of Regulations | BD/Legal/Governance |
| | 10 | Appoint Board Members | BD/Legal/Governance |
| | 11 | Elect Board Officers | BD/Legal/Governance |
| | 12 | Sign Preliminary Management agreement | BD/Legal/Governance |
| | 13 | Resolve to submit Charter Application | BD/Legal/Governance |
| **2nd Board Meeting** | 14 | Appoint Board Legal Counsel | BD/Legal/Governance |
| | 15 | Appoint Fiscal Officer | BD/Legal/Governance |
| | 16 | Resolve to open Board bank account | BD/Legal/Governance |
| | 17 | Sign Vendor forms for new schools | BD/Legal/Governance |
| | 18 | Authorize WHM to apply for start-up grants | BD/Legal/Governance |
| | 19 | Authorize WHM to apply for Title Funds | BD/Legal/Governance |
| | 20 | Authorize WHM to enter SWOCA agreements with State | BD/Legal/Governance |
| **3rd Board Meeting** | 21 | Approve/Sign Final Charter Contract | BD/Legal/Governance |
| | 22 | Approve/Sign Final Charter Contract | BD/Legal/Governance |
| | 23 | Establish Annual Board meeting calendar | BD/Legal/Governance |
| | 24 | Adopt Parent/Student Handbooks | WHM Operations/Governance |
| | 25 | Adopt School Emergency Manuals | WHM Operations/Governance |
| | 26 | Adopt Budget (5 year forecast) | WHM Ops/Finance/Governance |
| | 27 | Resolve to provide a Lunch/Breakfast Program | WHM Ops/Finance/Governance |
| | 28 | Draft and review academic program and curriculum. | WHM OPERATIONS |
| | 29 | Identify materials and curriculum | WHM OPERATIONS |
| | 30 | Identify technology needs in the classroom | WHM OPERATIONS |
| | 31 | Identify library and media needs | WHM OPERATIONS |
| | 32 | Identify project scope and objectives for academic plan | WHM OPERATIONS |
| | 33 | Curriculum Plan for academic year defined | WHM OPERATIONS |
| | 34 | Core content identified. | WHM OPERATIONS |
| | 35 | Student assessment plan developed and identified | WHM OPERATIONS |

| | | | |
|---|---|---|---|
| | 36 | Determine in coordination with Technology/IT Group and Purchasing technology and software needs for School. | WHM OPERATIONS |
| | 37 | Assist Governance and Compliance with Sponsor Contract attachments to contract modification for expansion | WHM OPERATIONS |
| | 38 | Coordinate with Human Resources Department to establish employee staffing plan and model. | WHM OPERATIONS |
| | 39 | Coordinate with Operations Team to ensure student enrollment and recruitment | WHM OPERATIONS |
| | 40 | Coordinate with Finance Team and Purchasing to determine need for academic and curricular materials for School operations including library and media requirements. | WHM OPERATIONS |
| | 41 | Obtain new access codes for State-based academic data portals (i.e., EVAAS) | WHM OPERATIONS |
| | | **HUMAN RESOURCES TEAM** | |
| | 42 | Notify the Ohio State Teachers Retirement System and School Employees Retirement System - provide copy of notice to Sponsor. | WHM OPERATIONS & HR TEAM/ |
| | 43 | Determine funding source for identified School staff members and any alternative funding sources in light of federal/state grant issues in coordination with Finance Team (and grants staff). | WHM OPERATIONS & HR TEAM/ |
| | 44 | Draft and review employee agreements for the SCHOOL in coordination with Legal Department. | WHM OPERATIONS & HR TEAM/ |
| | 45 | Complete final roster of School staff in anticipation of additional opening assurances. | WHM OPERATIONS & HR TEAM/ |
| | 46 | Ensure that Ohio Education Directory System (OEDS-R) submission is completed by School staff and is accurate. | WHM OPERATIONS & HR TEAM/ |
| | 47 | Ensure that all School staff members have completed BCIIs and FBIs and are appropriately licensed with substantiation documentation on file (licensure, HQT) and coordinate same with Academics Team | WHM OPERATIONS & HR TEAM/ |
| | 48 | Coordinate with State Reporting Team to ensure integration of EMIS coordinator on School-level (one or two FTEs and submission process) for the SCHOOL. | WHM OPERATIONS & HR TEAM/ |
| | | **STATE REPORTING DEPARTMENT TEAM** | |
| | 49 | Obtain EMIS/SOES reporting information for the SCHOOL | WHM OPERATIONS & STATE REPORTING |
| | 50 | WHM State Reporting departments determine responsibility of EMIS/SOES reporting. | WHM OPERATIONS & STATE REPORTING |
| | 51 | Draft and complete SOES profile paper form and /or complete electronic record of same. | WHM OPERATIONS & STATE REPORTING |
| | 52 | Coordinate with Human Resources Team to ensure integration of EMIS coordinator on School-level | WHM OPERATIONS & STATE REPORTING |

| TECHNOLOGY/IT DEPARTMENT TEAM | | | |
|---|---|---|---|
| | 53 | Review data and communication contracts in coordination with Legal Department to determine end date of contract and assignment/new agreements with Brighten Heights Academy. | WHM OPERATIONS/LEGAL/ IT |
| | 54 | Management of electronic student data | WHM OPERATIONS/LEGAL/ IT |
| | 55 | Determine location and storage of student data for the SCHOOL students (both historical and Newly enrolled) | WHM OPERATIONS/LEGAL/ IT |
| | 56 | Coordinate with legal department on retention of student records (limits, responsibilities) | WHM OPERATIONS/LEGAL/ IT |
| | 57 | Coordinate with Academics Team and Purchasing on identification of technology needs for the SCHOOL. | WHM OPERATIONS/LEGAL/ IT |
| | 58 | Determine IT and communication needs (internet T-1 etc) and obtain services in coordination with Purchasing and Finance Departments | WHM OPERATIONS/LEGAL/ IT |
| | 59 | Determine electronic student record management | WHM OPERATIONS/LEGAL/ IT |

| Completes the task | Start Date | Completion Date |
|---|---|---|
| VP Business Development | | |
| VP Business Development | | |
| VP Business Development | | |
| VP Business Development | | |
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| School Governing Board/WHM Executive | | |
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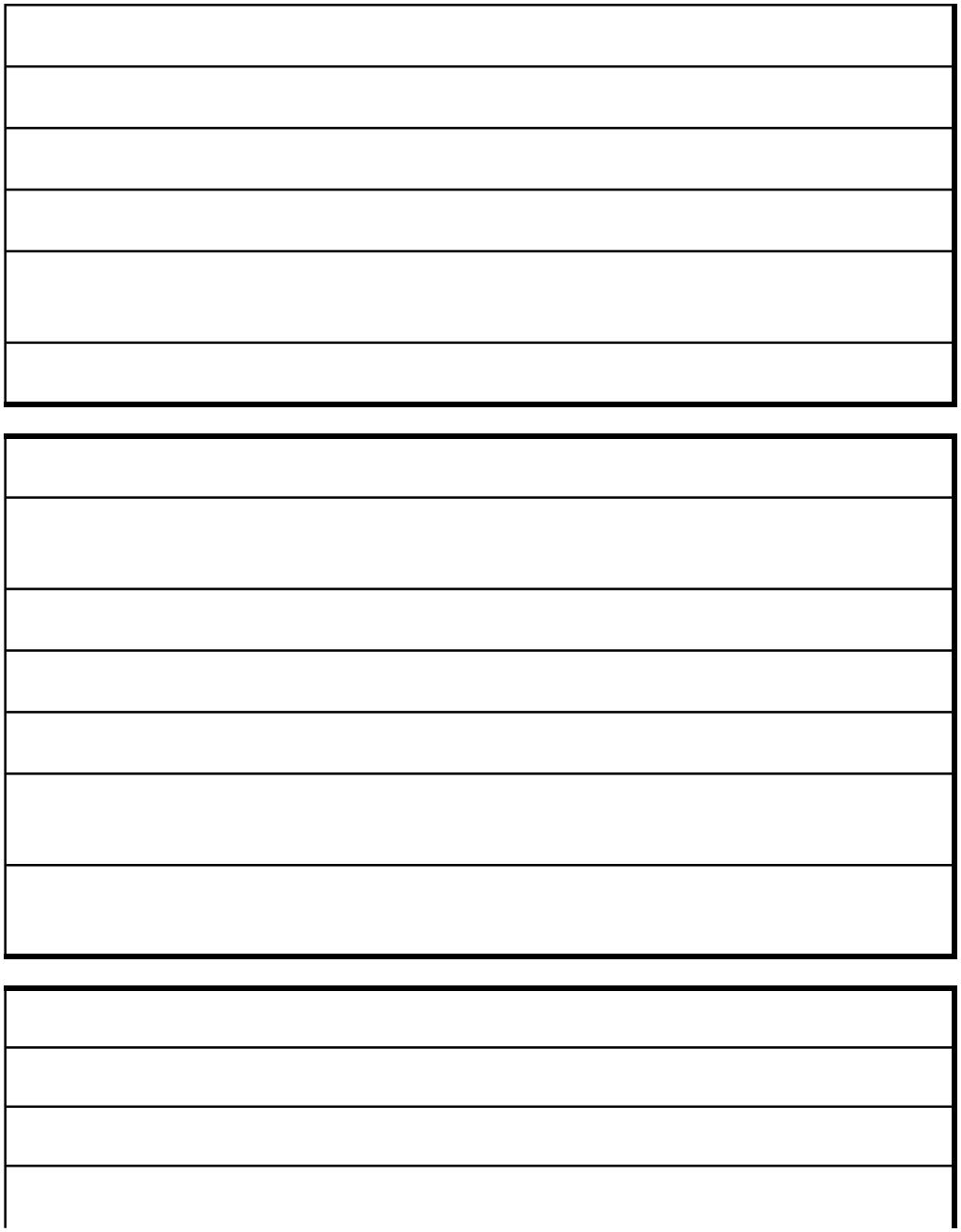
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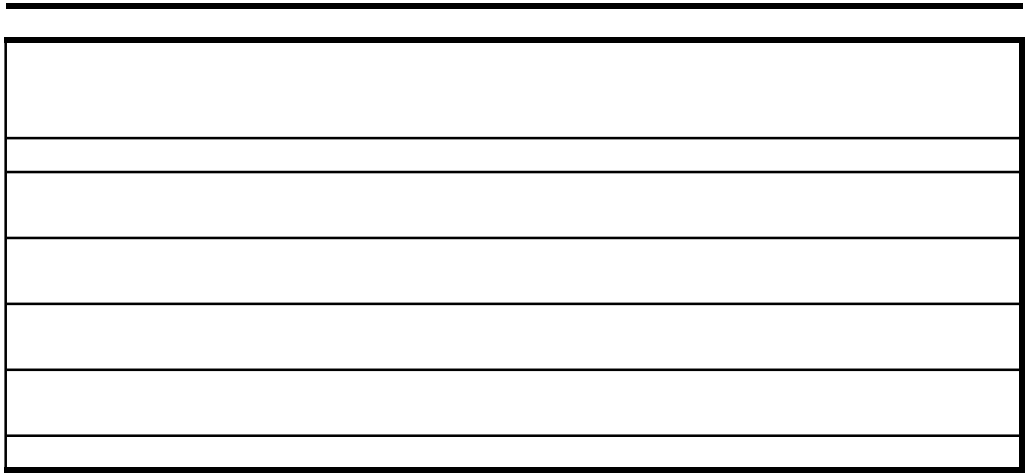
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# ATTACHMENT 7

# Education Plan

1. Mission
2. Educational Philosophy
3. Curriculum-Aligned with Ohio Academic Content Standards
4. Instructional Design
    a. Methods
    b. Materials
5. Technology
6. Exit Goals
7. High Quality Teachers
8. Special Needs Services, Support, and Service Delivery Plan
9. Staffing Plan
10. Daily Schedule/Bell Schedule
11. Annual School Calendar

# Mission, Vision and Educational Philosophy

Mission Statement
Signal Tree Academy South, Inc. (the "School") mission is to provide a 21st Century learning environment to enable students to reach academic goals and become responsible 21st Century Citizens. We believe that scholarship, leadership and service are the cornerstones of our future 21st Century citizens.

Vision
The School's Students are empowered Learners who are:

- Collaborative
- Information, media, and technology savvy
- Excellent communicators
- Creative and critical thinkers
- Locally and globally aware

Educational Philosophy
Signal Tree Academy South, Inc. will serve students in grades K to 8. The School will offer a tuition free, meaningful, alternative learning option for students and parents who are frustrated with traditional public schools and the expense of private schools.

The School's academic program will engage our students in a learning process that is individualized, standards-based, but more importantly incorporates the requirements of a 21st century citizen. Our students will have a broad experience of activities that engage them in media-rich content, project-based learning, interest and talent driven opportunities with a healthy mind and body emphasis. Students will learn from their teachers, peers, and community partners. Above all, this broad-based approach to learning will be an exciting and valuable experience creating lifelong 21st century learners as well as competent 21st century citizens.

Students will learn and grow with the guidance of Highly Qualified Teachers, Instructional Aides, Title One Teachers, Intervention Specialists and a Family Advocate. The School will provide a safe and nurturing environment, placing a premium on self-discipline and responsibility.

This dedicated staff will work in small groups and one-on-one with students, addressing not only their learning issues but their life situations that have prevented success in traditional schools.

Below are core, compelling beliefs that provide the basis for the philosophical foundation of the School's program:

- Everyone deserves a chance at receiving an appropriate individualized education and being successful in life;
- Everyone deserves a chance to become all he/she can be;
- No single educational approach or philosophy is right for everyone;
- Everyone learns at different rates, and students should have educational choices that provide for their individual needs and learning pace; and
- Schools need to teach students the 21st century skills.

Goals

The School sets realistic high-level goals that can be reported against annual statistics in alignment with the School's mission statement.

The School adheres to the measures of academic performance and accountability provisions for community schools offering any of grade levels four to eight as specified in the Ohio Revised Code, as indicated on the annual Local Report Card.

- As such, following its first two years of operation, the School will have a Local Report Card designation above Academic Emergency for two of the three most recent school years.
- For two out of the three most recent school years following the first two years of operation, the School will show at least two standard years of academic growth in either reading or mathematics as determined by the Department of Education.
- Student achievement will be measured by annual Scantron gains (grades 2-8) and OAA assessments (grades 3-8).

All students have different needs, learn at various rates and have different learning styles. No one educational program is appropriate for all students. As a result of this diversity, White Hat Management, LLC ("White Hat") has risen to provide an alternative.

White Hat operates 12 schools (HOPE Academies, Riverside Academy, Southside Academy, and The School Charter School of Canton) (collectively, the "Academies") to serve students in grades K-8. These schools provide parents with an appropriate, individualized, tuition-free educational choice for their children. The Academies provide the latest in educational resources and highly qualified educators in a safe, secure, clean and caring environment.

Educational Model

The School's Educational Model is built on the concept of empowering students with 21st Century skills.

Our curriculum is aligned to Ohio's Academic Content Standards. The state academic content standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's academic standards and gain critical 21st Century skills.

Twenty-first Century students need to be adaptive critical thinkers. Students work to become collaborators and team players with good communication skills. Our model focuses on the students' learning styles and levels of ability by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized, standards-based instruction that incorporates all of the requirements for the 21st Century citizen. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. They are being trained to be media-savvy and career-oriented.

Students need to understand and learn how to take advantage of the various forms of technology available to today's work force. Traditionally, teachers delivered content solely through lecture method wherein students then reflected the information back to the teacher. Our teachers employ project-based interactive teaching methods supplemented with traditional methods where appropriate. Thru this interactive method students take ownership of their learning as teachers act as facilitators of ideas and concepts. Students are free to explore their interests within a given educational objective. The instructor can truly use all of the tools available to engage the learner and differentiate instruction. The true focus of our educational model is on the students and how various learning modalities affect their education.

Students are further engaged through Project-Based Learning. Students are presented with real world problems and issues and called upon to use all of their existing skills and knowledge to find possible solutions to the problems or a variety of resolutions to an issue. Students are free to explore and discover situations and solutions using any tool that is available to them and will rely on textbooks, computers, various forms of media, and each other to acquire the critical thinking skills that they will need in the future. The classroom is no longer a structured setting where students will be sitting and listening to instruction. Children are free to move around as their projects dictate and movement is a key component as the students participate in various forms of hands on learning. For example students are exposed to math manipulatives to allow them to see problems in a new way. Classrooms are set up in centers where students can work either by themselves or in cooperative groups. Students' mastery of a subject is accentuated as they teach each other. Groups of students can work on different aspects of a problem and then work to explain to each other how the solutions were derived. Peers mentor and share ideas and problem solving techniques. The schools are truly striving to prepare the leaders of the 21st Century.

# School Curriculum

Consistent with the School's mission, vision, and educational philosophy, the School program will implement curricula, aligned with Ohio's State Standards. This state-aligned, empirically-proven curriculum, coupled with a Highly Qualified Staff and a project based learning model, will empower students to take charge of their own education.

## Textbooks/ Resources/Materials

| Content Area | Materials | Grade Level |
|---|---|---|
| Math | Real Math | Grades K-5 |
| Math | Middle School Math-Holt | Grades 6-8 |
| Science | Science-A Closer Look MacMillan/McGraw-Hill | Grades K-5 |
| Science | Science Explorer- Prentice Hall | Grades 6-8 |
| Reading | DI Reading Mastery Plus | Grades 3-5 |
| Reading | SRA Decoding/Corrective Program | Grades 1-5 |
| Reading | DI Signature Series | Grades K-2 |
| Reading/LA | SRA Reading Lesson Connections | Grades K-5 |
| English/LA | Glencoe Series | Grades 6-8 |
| Social Studies | Houghton Mifflin | Grades K-6 |
| Social Studies | McDougal Littel | Grades 7-8 |
| Electronic Software | Headsprout | Grades K-4 |
| Electronic Software | Accelerated Reader | Grades K-8 |
| Electronic Software | Study Island | Grades 2-8 |

## *Real Math*
## Math Textbook Series
## Grades K-5

*SRA Real Math* is a research- and standards-based elementary mathematics text book series which aligns research, standards, and testing to develop student proficiency published in 2007 by SRA/McGraw-Hill. The program incorporates print materials, technology, and manipulatives to reach all learners. *Real Math* was developed to build foundational concepts and key math understanding in line with the National Council of Teachers of Mathematics Focal Points, aligns with *all* of Ohio's Math Content Standards and supports our established curriculum.

Foundational to mathematics achievement is fluency in basic skills. *Real Math* teaches basic math skills from the very beginning in a logical, explicit, and systematic way so that students thoroughly understand them and can use them fluently. This approach helps to fully prepare students for work with fractions, decimals, percents, and higher level algebraic and geometric concepts. *Real Math* has a systematic and comprehensive approach to basic skills instruction.

*Real Math* provides true-to-life applications, standards-based curriculum, and an extensive teacher resource to help open the students' eyes to all math has to offer. With *Real Math,* students will learn essential math skills while understanding the important role of math in their daily lives.

Concepts and skills are taught for depth of understanding, with relationships among concepts continually spiraled and reviewed in different contexts to reinforce those relationships. Concepts and skills are never taught in isolation.

*Mental Math* starts every lesson with a spiral review of facts and concepts for skill maintenance. Mental math also encourages the development of estimation skills.

*Cumulative Review* in the middle and end of each chapter keeps students sharp.

*Chapter Tests* include content from previous chapters to make sure students are retaining what they've learned.

*Real Math's* explicit, and systematic introduction of basic arithmetic facts and algorithms, based on comprehensive analysis of mathematical learning trajectories, ensures that students learn the concepts with understanding. Students build on what they already know and learn basic skills with understanding so they can use them fluently to solve real problems.

The *Real Math* text book series integrates the use of games, including cube games, board games, and electronic games into instruction for application and practice of basic skills. Many games also develop reasoning skills

The development of problem solving competence in *Real Math* is unique. In addition to the integration of problem solving in every lesson, there are three specific lessons in every chapter devoted to problem solving. These lessons introduce, compare, and have students use problem solving strategies as they apply the math skills they are learning in interesting real-world applications. Thinking Stories, narratives interspersed with critical-thinking questions, provide another opportunity to see how mathematics is used in the real world.

*Real Math* continually ties the strands of math together. When students are introduced to measurement, they reinforce counting concepts. When students are introduced to pennies and nickels, they reinforce addition and subtraction facts and skip counting. When students are introduced to time and money, they reinforce fractions.

## *Holt Math*
## Math Textbook Series
## Grades 6-8

Holt Mathematics Middle School Math series by Holt, Rinehart, and Winston is a research based, standards based textbook series. Holt math comes with an electronic work book function where students are provided a usemame and password to log onto this feature via the internet. Instructors are provided with sample lesson plans which include remedial and enrichment activities for differentiated instruction.

## *A Closer Look*
## Ohio Science Textbook Series
## Grade Levels-K-5

Macmillan/McGraw-Hill's "*A Closer Look*" is a new science series published in 2008. *A Closer Look* provides scientifically research-based print and technology materials that instruct, nurture, and challenge students to maximize their potential. *A Closer Look* offers students exciting and accessible standard-based lessons that support our established curriculum. These engaging activities promote curiosity and foster the development of science inquiry skills.

*A Closer Look* provides a rich variety of experiences and age-appropriate materials in a supportive environment so that all children can learn and grow. Diverse instructional tools are utilized throughout the program to provide students with differentiated instruction. Leveled Readers deliver multi-level

cards allow for small group or one-onone instruction for essential concepts.

*A Closer Look* provides a variety of engaging hands-on experiences, around which the lesson concept is developed, that build understanding of science content. Each lesson is supported by a wealth of vibrant visuals that introduce vocabulary and make science content understandable through words and these visuals.

*A Closer Look* includes a variety of assessment options and contains tools to assess student understanding. The Chapter review includes Ohio Benchmark practice that aligns with the Ohio Achievement test. The teacher's manuals list the Ohio Indicators and Benchmark Correlations.

## *Science Explorer*
## Science Textbook Series
## Grade Levels 6-8

The Science Explorer series from Prentice Hall is the nation's leading middle school science program. The content is combined with a hands-on approach to provide the instructor with more opportunities to differentiate instruction. Science Explorer is divided into sections to allow the instructor to choose which chapters/books better cover the desired standards. Content is supplemented with Discovery Channel videos. The focus is on the areas of inquiry opportunities, visual learning, reading support and educational technology.

## *DI Reading Mastery Plus*
## Reading Program Grades 3-5

SRA's *Reading Mastery Plus* helps students develop into fluent, independent, and highly skilled readers. *Reading Mastery Plus* is a comprehensive reading program. New concepts and skills are taught by the teacher in small steps to ensure success the first time, avoiding time-consuming and repetitious re-teaching. Students have ample opportunity to practice all concepts and skills so they achieve mastery and develop efficient strategies for learning. Entry-level assessment and continuous monitoring of progress make it easy to quickly identify students needing specialized instruction.

*Reading Mastery Plus* gives students the skills and the clear, explicit instruction and guidance they need to master the fundamentals of reading. Oral language, phonemic awareness, and systematic phonics are the starting point. Vocabulary development, fluency, and comprehension are fundamental throughout. The program is set up so students are active participants. Group responses make learning highly efficient and enable teachers to provide instant feedback that confirms or corrects their responses. Less-structured activities and opportunities for independent work help students develop self-reliance. On-going assessment tools are used by the instructor to ensure that no student "falls through the cracks."

Features:

- Materials proven effective through scientifically-based research;
- Teacher-delivered lessons that achieve high levels of student success;
- Carefully designed examples and practice that build reading competence; and
- Systematic, explicit instruction to accelerate progress of at-risk learners.

## *SRA Corrective Reading*
## Reading Program Grades 3-5

*SRA's Corrective Reading* provides intensive direct instruction-based reading intervention for students

practice necessary to become skilled, fluent readers and better learners.

## *Reading Mastery Signature Edition* 2008
## Reading Program
## Grades K& 2

Direct Instruction is utilized to help students develop into fluent, independent, and highly skilled readers with SRA's *Reading Mastery Signature Edition.* Used in thousands of schools across the country, *Reading Mastery* has been a successful reading intervention program with a wide range of students, including significantly at-risk populations, for more than 35 years. Flexible and comprehensive, the *Signature Edition* greatly expands and refines instruction found in previous editions, appropriate for use as a supplemental intervention program or a comprehensive core reading program.

## *Lesson Connections*
## Reading/Language Arts Program
## Grades K-5

*SRA Lesson Connections* provides extra support and differentiated instruction for the *Reading Mastery Signature Edition* program. At the start of each lesson, teachers provide approximately 20 minutes of strategic, targeted instruction on important literacy skills such as phonemic and phonological awareness, letter recognition and formation, and comprehension strategies. This kind of instruction not only reinforces what is taught in the *Reading Mastery* program, but enhances it through carefully designed activities that promote student engagement and extended learning.

## *Glencoe's Writer's Choice* Language Arts
## Textbook Series
## Grades 6 & 8

*Writer's Choice: Grammar and Composition*© 2005, an integrated language arts program, keeps pace with the current trends in the teaching of writing and related communication skills. Features in both the student and teacher editions build on a solid foundation of instruction including easy-to-understand explanations, clear-cut definitions, real-world examples, and skill-based assessment. The visuals and graphics throughout the textbook engage students' attention and illustrate key concepts and processes. *Writer's Choice* provides students and teachers with the tools for developing skills in writing, reading, researching, speaking, listening, critical thinking, and viewing and representing.

## *Houghton Mifflin Liberty Edition 2008*
## Social Studies Textbook Series
## Grades K-6

*Houghton Mifflin Social Studies* contains concise core lessons that align to Ohio State Content Standards maximize teaching time. Extend lessons dig deeper into important core concepts using multiple strateg Leveled Readers and Independent Books are offered to teach nonfiction reading strategies to students at t own ability level. Teachers are provided with teacher resource kits with unit resources organized in folders for easy access. *Houghton Mifflin Social Studies* also contains multimedia solutions for planning delivering content ina variety of formats.

## *McDougal Little Edition 2009*
## Social Studies Textbook Series
## Grades 7 & 8

interactive. This program presents the history of the United States in a way that middle school students understand. A variety of print and technology resources help teachers meet the needs of diverse student populations by addressing different learning styles and levels.

Motivate Students to Interact and Connect with History
Research shows that students are much more motivated to study history when they are actively involved their learning. *McDougal Littell's American and World History* program provides this motivation b asking essential questions and bringing history alive through interactive exercises and hands-on activitie Through these interactive approaches, students will make personal connections to the people, events, ar issues that form the rich tapestry of the American story.

Easy-to-use tools that fit multiple teaching styles
Whether planning, teaching, or assessing, the appropriate resources are at the teacher's fingertips. Portabl editable, and adaptable, these time-saving resources support different teaching methods and philosophie allowing teachers to meet all of their students' learning needs.

Assessment tools that are also teaching tools
*McDougal Littell's American and World History* assessment tools offer teachers a variety of testing options. Instant feedback on student progress and suggested prescriptive reteaching exercises ensure that assessment not only measures student progress, but also informs instruction.

## *Headsprout*
## Supplemental Electronic Reading Program Grades K-4

*Headsprout Early Reading* is a K- 2 researched based supplemental program that ensures reading success for every child *guaranteed.* The program takes a non-reader up to mid-2nd grade reading skills in less than 30 hours of individualized online instruction. *Headsprout* K-2 is designed to teach the foundational skills and strategies that are critical in becoming a skilled fluent reader. This Internet-based program creatively captures the attention of the young reader through engaging, and highly interactive activities. *Headsprout* has 80 online lessons that cover the whole program. The lessons are balanced, phonics-based online reading instruction that is individualized and adaptive to individual students needs. *Headsprout* incorporates the five critical components of reading instruction cited by the National Reading panel and Reading First: phonemic awareness, phonics, fluency, vocabulary, and comprehension.

*Headsprout Reading Comprehension* is designed to help students in grades 3-5 increase thei comprehension skills. Increased understanding of what they have read will aide these students in al subjects. The program consists of 50, 30 minute lessons that help students build comprehension skills Lessons focus on finding facts, making inferences, identifying main ideas, and using new vocabulary i context. Students are continuously challenged as passages become increasingly complex as the studen masters the program.

## *Accelerated Reader*
## Supplemental Electronic Software
## Grades K-8

*Accelerated Reader* ("AR") has been described as the most popular and successful reading product of all time.

- Students Read a Book. Students choose books at their appropriate reading levels and read them at their own pace.
- Students Take a Quiz. Accelerated Reader Enterprise offers more than 125,000 quizzes to help you motivate and monitor students' reading and vocabulary growth.
- Teachers Get Information. Teachers get immediate feedback on the reading and vocabulary progress of each student.

- Make essential reading practice more effective for every student.
- Personalize reading practice to each student's current level.
- Manage all reading activities including read to, read with, and independent reading.
- Assess students' reading with four types of quizzes: Reading Practice, Vocabulary Practice, Literacy Skills, and Textbook Quizzes.
- Build a lifelong love of reading and learning.

## *Study Island* Supplemental Electronic Software

### Grades 2-8

*Study Island* is completely Web-based. Students can access *Study Island* through the internet and learn at their own pace. There is no software to download or install; all you need is an Internet connection. Since 2000, *Study Island* has been building state standards-based learning programs that are the most effective and easiest to use of their kind. Used by millions of students in thousands of schools across the United States, all of the programs are built specifically from state standards and are designed to create a very user-friendly experience for both students and teachers alike.

- Built directly from the Academic Content Standards
- Research-based, easy-to-use, and affordable for all schools and districts
- Web-based-students can log on via the Internet anytime, anywhere, any place
- Traditional assessments or interactive games based on the Academic Content Standards
- State-specific lessons and questions with immediate feedback and automated instruction
- Real-time progress reports to drive differentiation instruction in the classroom
- Dynamic Content Keeps Students Engaged
- Students build confidence in their understanding of the Academic Content Standards

Not only are there several thousand questions in the *Study Island* program, but each question constantly changes. The answers to the multiple-choice questions rotate positions, and the numbers in the math questions are chosen randomly, resulting in a deeper understanding of the concepts, as opposed to memorization of the answers. Teachers can customize printable worksheets when a paper/pencil option is more appropriate for the learner.

Upon contractual agreement between the Board of Directors and White Hat Management, LLC, White Hat Management, LLC will immediately begin developing a pool of candidates for various staff positions. Such a pool will come from applications that are on file, postings in other White Hat managed schools, newspaper ads, internet job postings, college career services, college career fairs, candidate walk-ins, education publications, and various other miscellaneous sources.

The Administrator, Assistant Administrator, Enrollment Secretary, and Secretary will be the first positions to be filled. As soon as the pool of candidates has been established and their applications and resumes are on file, paper screening will be the first step in the selection process. From there, interviews will be scheduled. The interviewers typically consist of a representative from White Hat's Human Resource Department, the White Hat Management's Academy Executive Team, and the building Administrator. If an interview is scheduled for an Intervention Specialist position, the Director of Special Education will also be involved. Upon the completion of the interviews, reference checking will take place. After all of the abovementioned steps are favorable, a contract will be offered. Any candidate not offered a contract will be notified.

All staff regardless of position must successfully pass all state-mandated requirements, including a State of Ohio Criminal Check (BCI) and an FBI check.

The following is a list of the types of positions that will be needed to staff the school. Obviously, certa positions will vary in number in relation to the student enrollment, and others may come about v contracted services:

- Administrator
- Assistant Administrator (if enrollment exceeds 225 students)
- Secretary
- Enrollment Secretary
- Teachers
- Instructional Aides
- Intervention Specialists
- Special Teachers (Art, Music, and Physical Education)
- Health Aide/Nurse
- Psychologist
- Speech Therapist
- Custodian
- Food Service staff
- Before/After school care staff (ifapplicable)
- Security

Bell Schedule

Daily Student Schedule

| | |
|---|---|
| 7:45 a.m. - 8:20 a.m. | Arrival/Breakfast/Bell Work |
| 8:20a.m. - 8:30a.m. | Announcements |
| 8:30 a.m. - 10:00 a.m. | Reading/Language Arts |
| 10:15 a.m.- 11: 45 a.m. | Math |
| 11:45 a.m. - 12:30 p.m. | Lunch/Recess |
| 12:30 p.m. - 1:15 p.m. | Social Studies |
| 1:15 p.m. -2:00p.m. | Science |
| 2:00p.m. -2:50p.m. | Specials: Music, Art, or PE |

## Non-Classroom Learning Opportunities:

Students in all grades will be provided the opportunity to participate in a variety of nonclassroom learning opportunities to include:

Field Trips to various locations such as museums, zoos, local historical point of interest, and cultural events will be provided to further enrich the typical classroom learning giving students a hands-on approach to learning.

Clubs will be offered as deemed appropriate to provide students the opportunity to learn new skills or expand on current interests. Clubs offered could include, but are not limited to, knitting, sewing, dance, theater, yearbook, and chess.

Homework will be sent home with students to further assist in reinforcing topics addressed during the school day.

Projects: Students will be exposed to a variety of community related projects teaching them the importance of giving back to their community. Such projects may include, but are not limited to, community fairs, environmental awareness/recycling campaigns, fund raisers for various organizations that give back to the community as a whole.

Speakers and assemblies are provided to address a variety of topics of interest to students and their families. Examples may include science fairs, music and theater presentations, local speakers, career fairs, and multicultural fairs.

# Required Training for School Staff Members

| Type of Training | Why? | Who is Required to Attend | When |
|---|---|---|---|
| Child Abuse Prevention | ORC 3319.073 | Administrators, Teachers, Counselors, & School Psychologists | Within two years of commencing employment with the district and every five years thereafter |
| Discrimination and Harassment | ORC 3313.666(c) – A district must incorporate information about its "harassment, intimidation, or bullying" policy into employees training materials. | Information to all staff | Annually |
| School Safety Drills | ORC 3737.73 – Principal shall hold training sessions regarding the conduct of school safety drills. | All Employees | Annually |
| Heimlich Maneuver Training | ORC 3313.815 | At least one employee who has received instruction in methods to prevent choking and has demonstrated an ability to perform the Heimlich maneuver must be present while students are being served. Recommended for all staff. | Annually |
| Safety and Violence Training | ORC 3319.073 – Expanded Child Abuse detection training requirements to include the topics of violence and substance abuse prevention, and positive youth development. | Nurses, teachers, counselors, school psychologists and administrators who work with children in kindergarten through grade six | Within two years of commencing employment with the district and every five years thereafter |
| Automated External Defibrillator | ORC 3313.717; 3314.16 – Each school shall have an automated external defibrillator. Sufficient number of staff members at the school who successfully complete an appropriate training course on the use of an automated external defibrillator and cardiopulmonary resuscitation. | Three Employees | Determined by type of certification (may be 1 or 2 year certification) |
| | | | |

| | | | |
|---|---|---|---|
| Blood Borne Pathogen | OSHA 1910.1030 – Mandates Blood Borne pathogen training for employees and others that may come into contact with blood and blood related tools and equipment | All Employees | Annually |
| CPR | | Four Employees | Annually or as certification states |

# ATTACHMENT 8

## RETIREMENT, HEALTH AND OTHER EMPLOYEE BENEFITS

The School has contracted with an operator for provision of all daily operations of the School facility, including provision of teaching and non-teaching staff. At this time, it is not anticipated that the School will have any employees.

### 1. Personnel Policies

As required by Revised Code 3314.03(A)(11)(d), the School will comply with Revised Code Section:

9.90 (relating to insurance for educational employees);
9.91 (relating to the treatment of tax sheltered annuities for educational employees);
2151.421 (relating to reporting child abuse or neglect);
2313.18 (relating to employees called to jury duty);
3319.313 (relating to improper conduct by a licensed employee);
3319.314 (relating to reports of improper conduct in a personnel file);
3319.315 (relating to priority of rules related to improper conduct by a licensed employee);
3319.39 and 3319.391 (relating to criminal records checks);
4111.17 (relating to prohibition on discrimination in payment of wages);
4113.52 (relating to reporting violations of law by an employer or fellow employee); and
Chapters: 2744 (relating to political subdivision tort liability);
4123(relating to workers' compensation);
4141(relating to unemployment compensation); and
4167(relating to public employment risk reduction program).

### 2. Health Insurance and Retirement

Employees of the School will remain subject to Revised Code Chapter 3307 (relating to State Teachers Retirement System) or 3309 (relating to Public School Employees Retirement System) to the extent required by Section 3314.10 of the Revised Code.

### 3. Staff Notice of Contract Termination

The School shall be under the direction of a Governing Authority, which shall be its Board of Directors. As described in Attachment 14, the Board of Directors will contract with an operator for daily operation of the School. Pursuant to the Management Agreement, the operator shall provide teachers and staff for the School. The Operator will provide the Board of Directors with various reports on performance of the School including: enrollment; attendance; academic performance; financial status of the School (including balance sheets, income statements, budget reports, etc.); information concerning parent student satisfaction; withdrawals; suspensions; and expulsions.

The Board has elected to partner and contract with its operator to provide the initial financial, administrative and operational resources necessary to successfully open a community school in Ohio. The operator is able to secure the initial capital outlay for the School's facilities, equipment and technology. As a result, the Board will not be solely reliant on the availability of charitable contributions or federal and state grants. As such, prospective students will enter the School as envisioned, with all available equipment, technology, software and curricular materials necessary to accomplish the School's mission. Through said partnership, the Board can help ensure that the School is indeed an epicenter where student resources are aligned and connected.

# THE ACADEMIES

BROADWAY ACADEMY
HOPE ACADEMIES
RIVERSIDE ACADEMY
WOODLAND ACADEMY
GARFIELD ACADEMY
PEARL ACADEMY
SOUTHSIDE ACADEMY of Youngstown

# EMPLOYEE HANDBOOK



Effective August 1, 2011

The laws of the United States guarantee equal employment opportunity for all persons regardless of race, sex, age, religion, national origin, disability or any other status protected under federal, state or local law. It is our policy to hire the best-qualified applicants for all positions without regard to race, color, religion, sex, sexual orientation, sexual identity, national origin, age, disability, handicap, veteran status, military status, genetic information or any other classification protected by federal, state or local law and provide equal treatment and opportunity in all terms, conditions and privileges of employment including, but not limited to job placement, training, compensation, discipline, advancement and termination.

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# I. Welcome & Introduction

## Welcome to our School

We are pleased to welcome you to **our School**. We believe that our employees play a major role in our students' educational success. We take pride in the fact that we have created an atmosphere within our School that allows employees to feel a genuine sense of accomplishment. We believe that the School and its individual employees are evaluated at a higher standard than other companies because we seek to fulfill our obligations to Educate, Innovate and Inspire our students, parents, and our communities; and we strongly encourage our employees to play a positive role in community endeavors.

In order to operate more efficiently, the School has hired White Hat Management to manage certain operations of the School, including the human resources function. From time to time you will receive documents from White Hat Management. Please remember that White Hat Management is not your employer, but simply manages the Human Resources function of the School.

This Handbook was developed to assist you as an employee. It highlights the important responsibilities, benefits and personnel polices that apply to you. This Handbook should not be construed as an employment contract or an agreement for employment. This Handbook does not otherwise change the terms and conditions of your employment with the School.

## Mission Statement (Academies Mission Statement)

It is our mission to provide an effective, consistent and academically rigorous education in a safe, disciplined and nurturing environment. We will empower students to reach their fullest potential by implementing a comprehensive curriculum facilitated by highly effective educators in collaboration with families and the community, and supported by progressive technology.

We will develop the problem-solving and social skills of our students to enable them to contribute to and excel in an ever-changing global society.

## Vision

Will be the premier schools of choice by:

- Providing effective instruction that will empower our students to exceed the state's academic expectations;
- Building positive relationships with students, families, and the community; and
- Developing students who respect humanity and have the courage to succeed.

**There is HOPE for every child.**

## Handbook Guidelines/ Introductory Statement

This Handbook is designed to familiarize you with the School and to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of this Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the School to benefit employees.

No employee handbook can anticipate every circumstance or question about a policy. The need may arise and the School reserves the right to revise, supplement, or rescind any policy or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes to the Handbook as they occur.

These provisions replace all other existing policies and practices and shall not be changed or added to without the express written approval of the Human Resources Department and the management company's senior executive team also known as the "Executive Team"[1].

[1] The Senior Executives of the management company are composed of the Chief Officers, Vice Presidents, and the Human Resources Director.

# II. General Information

## Equal Employment Opportunity

The School is an equal opportunity employer. As such, the School offers equal employment opportunities without regards to race, color, religion, sex, sexual orientation, sexual identity, national origin, age, disability, handicap, veteran status, military status, genetic information or any other classification protected by federal, state or local law. These opportunities include all terms, conditions and privileges of employment including, but not limited to job placement, training, compensation, discipline, advancement and termination.

Employees who believe they are being or have been unlawfully discriminated against should immediately report the incident to their immediate supervisor or the Human Resources Department. The School does not authorize or condone unlawful discrimination. If an employee, staff or administration is found to have unlawfully discriminated against another employee(s) or retaliated against or intimidated any person who makes a complaint about discrimination, appropriate disciplinary action, up to and including termination, will be taken.

The School prohibits retaliation against any employee for filing a good faith complaint of discrimination or for providing true information pursuant to an investigation of a complaint.

## Reasonable Accommodation in Employment

The School is committed to complying fully with the Americans with Disabilities Act (ADA), as amended, the Rehabilitation Act, and any similar state or local law, to ensure equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

The School offers equal employment opportunities to all qualified disabled or handicapped persons in all employment-related decisions without regard to disability or handicap in federally assisted programs. These opportunities include, but are not limited to, recruitment, hiring, promotion, award of tenure, layoff and rehiring, rates of pay, fringe benefits, leave, job assignment, training, and participation in employer-sponsored activities.
A qualified handicapped person or qualified individual with a disability is any individual with a handicap or disability who, with reasonable accommodation, can perform the essential functions of a job.

Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position. Post-offer medical examinations are required only for those positions in which there is a bona fide job-related physical requirement. Such physical examinations are given to all persons entering the position only after conditional job offers. Any medical records obtained by the School will be kept separate and confidential. Reasonable accommodation is available to all disabled or handicapped employees, where their disability affects the performance of essential job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

An employee with a disability who believes that an accommodation is necessary to enable them to perform their job should contact the Human Resources Department and the employee will be responsible for providing all requested medical and other pertinent information.

## Non-Discrimination in Programs or Activities

The School is committed to complying with Title VII of the Civil Rights Act of 1964 , the amended Civil Rights Act of 1991 (CRA), and Section 504 of the Rehabilitation Act, or any other federal law which may govern programs or activities receiving federal financial assistance. The School prohibits discrimination on the basis of race, color, sex, and national origin in any program or activity receiving federal financial assistance. Additionally, the School prohibits discrimination on the basis of disability or handicap in any program or activity receiving federal financial assistance. The School does not exclude from participation in, deny benefits to, or discriminate against any individual based on the individual's race, sex, color, national origin, disability or handicap in any program or activity receiving federal financial assistance.

## Employee Reporting and Non-Retaliation

Individuals who believe they are being discriminated against, have been unlawfully discriminated against, or witnessed what they believe to be unlawful discrimination in a program or activity which receives federal financial assistance should immediately report the incident to the School's Administrator or to Human Resources. The School Administrator is required to report any complaints of discrimination to Human Resources. Individuals may file complaints of discrimination without prior approval of any School staff, School administrator or other supervisory individual. The School will conduct a prompt investigation of any complaint of discrimination.

The School strictly prohibits retaliation or any intimidating acts against any individual who makes a good faith complaint of discrimination or who participates in good faith in any investigation of a complaint of discrimination. If an employee is found to have unlawfully discriminated against, retaliated against or intimidated an individual who makes a complaint or participates in any investigation, the employee will be subject to appropriate disciplinary action, up to and including termination.

## III. Employment

### Business Ethics and Code of Conduct

The successful business operation and reputation of the School is built upon the principles of fair practices and ethical conduct of our employees. The continued success of the School is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees have a duty to the School, its customers, and shareholders to act in a way that will earn the continued trust and confidence of the public.

The School will follow all applicable laws and regulations and expects its executives, administrators, educators, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor, the Executive Team, and, if necessary, with the Human Resources Department for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every School employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

### Job Postings

The School provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of all regular, full-time job openings are posted, although the School reserves its discretionary right to not post a particular opening.

Job openings will be posted at www.hope-academies.com, www.ohdela.com, and www.wediducan.com and normally remain open for 30 days. Each job posting notice will include the dates of the posting period, job title, department, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

To be eligible to apply for a posted job, employees must have an outstanding performance record in their current position. Employees who have a written warning on file or who are on probation or suspension are not eligible to apply for posted jobs.

### Employment Applications

The School relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data is cause for termination and may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment without regard to when the misrepresentation, falsification or material omission was discovered.

### Employment Reference Checks

The Human Resources Department will respond to outside employers requesting reference checks for previous employees in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment and

position(s) held. No additional employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

Employees are not permitted to give employment references, whether verbal or written, for a current or former employee. Only Human Resources can provide employment references. All performance questions regarding salary, dates of employment, etc., shall be referred to Human Resources who will provide the requested information in accordance with this policy.

**Employee Relations**

***Employment of Relatives***

The School welcomes the opportunity to discuss employment of relatives. It is the School's policy, however not to place immediate family in any department where there would be a supervisory relationship. This includes the marriage of current co-School employees. Immediate family for this policy is interpreted as brother, sister, spouse, son, daughter, mother or father. Immediate family for this policy also includes mother-in-law, father-in-law, son-in-law, daughter-in-law, and significant other when the persons are living together. In addition to the hiring and placing of qualified immediate family members, every effort will be made to avoid situations from which questions of favoritism or the proper handling of confidential information might arise. This also includes situations when the immediate family member serves on the non-profit governing board. When employees are dating, the relationship should be revealed to your supervisors in writing to avoid a conflict of interest or an appearance of impropriety.

***Employee Dating***

The School strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business.

1. During working hours and in working areas employees are expected to refrain from public workplace displays of affection or excessive personal conversation.
2. Romantic and/or sexual relationships between supervisors and subordinates in the same work location are strictly prohibited.
3. Administrators, Supervisors, Managers or anyone in a sensitive or influential position must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosures should be made to the immediate supervisor or Human Resources Director. This disclosure will enable the organization to determine whether any conflict of interest exists.

In cases where a conflict or the potential for conflict arises, because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

**Criminal Records Check**

According to statutory requirements, employees must provide a criminal history records check/report. All criminal records check/reports should be processed prior to beginning employment. State laws specify circumstances under which the employment or continued employment of persons with certain criminal records is prohibited. For details, please see your supervisor or contact the Human Resources Department.

**Scholastic Requirements**

Employees must possess and maintain the minimum educational requirements and if applicable, valid certification/licensure as required by state laws. Failure to maintain the required certification may result in termination of employment.

**Immigration Law Compliance**
The School is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin in compliance with the Immigration Reform and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed a Form I-9 with the School within the past three years, or if their previous Form I-9 is no longer retained or valid.

**Conflicts of Interest**
Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the School operates. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Please contact the Executive Team or the Human Resources Department for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the School's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

If employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to a School officer or member of the Executive Team as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established in writing to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the School does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School.

If the employee has any questions or doubts about a potential conflict of interest, it is the employee's duty to advise the School in writing and discuss and resolve the issues prior to the existence of a potential conflict of interest.

**Acceptance of Gifts**
No employee is to accept a commission, gift or anything of value above twenty-five dollars ($25.00) from individuals, groups, clubs or companies within or outside the School that are supplying, or seeking to supply, material or services required in the operation of the School. Acceptance of such gifts may be cause for dismissal. Employees may attend business luncheons with supervisor approval.

The School considers the presentation of gifts to employees by students and parents/guardians above twenty-five dollars ($25.00) an undesirable practice because this tends to embarrass students with limited means and gives the appearance of currying favors.

Generally, Administrators will approve all gifts of any kind intended for a student from any employee to any student(s), for any reason.

**Outside Employment**
The School expects that all employees will devote full attention to the performance of their jobs. Outside jobs must not interfere with an employee's performance or availability for emergency or extra work. Outside jobs must not conflict directly or indirectly with the School's business or reflect adversely upon the School's image. Employees who have, or expect to have, an outside job should notify their supervisor in writing two weeks prior to the commencement of such outside employment. The Executive Team may, at its discretion, deny the ability of an employee to undertake outside employment. Acceptance of outside employment or performance of any work for an outside employer while on any type of leave of absence shall be considered a voluntary resignation by the employee, and cause for termination.

**Non-Disclosure**
The protection of confidential business information and trade secrets is vital to the interests and the success of the School. Such confidential information includes, but is not limited to, the following examples:

> Educational materials, computer processes, computer programs and codes, financial information, pending projects and proposals, research and development strategies, scientific data, and technological data.

All employees must sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

Because confidential business information and trade secrets can be used only for legitimate business purposes, an employee must immediately return any and all such information on whatever media it is held on and shall not keep any copies when their employment ends.

## IV. Employment Status and Classifications

**Employee Categories**
Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are regularly scheduled to work thirty-five (35) or more hours per week. Generally, they are eligible for the School's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are regularly scheduled to work less than the regular full-time work schedule. Employees who are regularly scheduled to work twenty-five (25) or more hours per week are eligible for health benefits, subject to the terms, conditions and limitations of the benefit program, and a prorated amount of Paid Time Off "PTO".

HOURLY employees are paid for actual hours worked and the schedule does not guarantee a specific number of hours per week.

**Access to Personnel Files**
A personnel file on each employee is maintained. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, and other employment records.

Personnel files are the property of the School, and access to the information they contain is restricted. Generally, only Administrators and management personnel who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact their Administrator and/or the Human Resources Department in writing. With reasonable advance notice, employees may review their own personnel files in the School or corporate office and in the presence of an individual appointed by the School to maintain the files.

**Personnel Data Changes**
It is the responsibility of each employee to promptly notify their Administrator of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports must be accurate and current at all times. If any personnel data has changed, notify your Administrator immediately.

## V. Conditional Employment

For all staff members hired on a conditional basis (pending passage of a background check, certificate/licensure issuance, passage of a required teacher exam, etc.); no employment agreement will be issued until the condition is satisfied.

Likewise, all contingent bonuses and potential salary increases will not be initiated until the conditions of employment are met. These payments are contingent on completing the academic year.

Failure to comply with the conditions of employment may result in disciplinary action if they are not met within the time frame specified at the time of employment. This may include demotion, suspension with or without pay, or termination of employment.

## VI. Employee Pay and Benefits

### Salary Basis Policy

The Fair Labor Standards Act (FLSA) requires that certain employees be paid overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a work week.

The FLSA, however, provides an exemption from both minimum wage and overtime pay for certain employees (i.e., executive, administrative, professional and outside sales employees and for certain computer employees). Such employees must generally be paid on a salary basis (i.e., a predetermined amount not subject to reduction).

Typically, the School must pay an exempt employee his/her full salary for any work week in which the employee performs any work. The School, however, may make deductions from an exempt employee's pay under certain circumstances (e.g., the employee is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if made in accordance with a bona fide plan; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions).

It is the School's policy to comply with the requirements of the FLSA. Therefore, the School does not allow deductions from an employee's pay that violate the FLSA.

If you believe that the School has made an improper deduction from your salary, you must immediately advise Human Resources that an improper deduction has occurred.

The School will investigate all reports of improper deductions. If the School determines that an improper deduction has occurred, the School will promptly reimburse you for that deduction.

### Employee Benefits

Eligible employees are provided a wide range of benefits. A number of the programs (such as State Teachers and School Employee Retirement, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the School Employee Benefits Manual.

Employees who are regularly scheduled to work twenty-five (25) or more hours per week are eligible to participate in the School's health care benefits. Employees who are regularly scheduled to work thirty-five (35) or more hours per week are eligible for the School's benefit package. The eligibility of an employee for any specific benefits are listed in the plan description documents which take precedence over this Handbook or any other statements made by School employees as to eligibility, coverage, or reimbursement. Elected benefits, if appropriately requested, are effective after thirty days of employment. All enrollment paperwork must be completed and submitted to the supervisor within three (3) business days of commencement of employment. Paperwork not turned in will result in the employee not receiving coverage until the beginning of the next Open Enrollment period or may be subject to Late Enrollee restrictions.

For specific details regarding employee benefits please refer to the School Employee Benefits Manual and/or your personal Compensation and Benefits Web page.

Please refer to the School Employee Benefits Manual or contact your supervisor regarding the necessary employee contributions.

The School retains the ability to add to, amend, alter, or eliminate the employee's benefit programs, including eligibility, co-pays, deductibles, or coverage.

**Holidays**
For a list of holidays, please refer to the School calendar and/or Compensation and Benefits Webpage. It may be necessary to require various staff to work on days on which the School is closed. The School will attempt to give as much prior notice as possible of the need for an employee to work a holiday.

**Workers' Compensation Insurance**
The School provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period, or immediately if the employee is hospitalized.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither the School nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the School.

**Bereavement Leave**
Employees who wish to take time off due to the death of an immediate family member must notify their supervisor immediately.

Up to (3) days of paid funeral leave will be provided to all regular full-time employees at the time of death of an employee's family member which includes: the employee's spouse, child(ren), parent or custodial relative acting in the role of a parent or caregiver for the employee during their life, siblings, grandparents, aunts, uncles, cousins, parent-in-laws, grandchild(ren), nieces, or nephews.

Funeral Leave will normally be granted unless there are unusual school and/or business needs or staff requirements. Upon return, it is customary that documentation is provided to the supervisor. Paid funeral leave days do not count toward an employee's paid time off.

**Jury Duty**
The School encourages employees to fulfill their civic responsibilities by serving jury duty when required. An employee must present jury duty summons to the supervisor as soon as possible so that arrangements may be made to accommodate the absence. If the court schedule releases the employee from jury duty prior to the end of the workday, the employee must

promptly contact the supervisor to determine whether they should return for the rest of their scheduled time of work that date.

Full-time employees are eligible for up to five (5) paid days per school year for jury duty. The amount of pay received from the court for jury duty will be offset against the amount of the employee's regular pay. Paid jury duty days do not count toward an employee's paid time off.

**Leave of Absence**
Employees requesting a leave of absence should notify their supervisor both verbally and in writing, at least 30 days in advance of the leave, or as soon as the need for leave is known. The supervisor will communicate with the Human Resources Department for approval/denial of the leave. If the leave is approved, the Human Resources Department will send details of the leave to the employee's home. For details on FMLA, please refer to the FMLA section below. Except for appropriately requested and granted FMLA leave, any such leave of absence is at the discretion of the School. It is suggested that the employee confirm approval of the leave through the Human Resources Department.

**Family & Medical Leave Act (FMLA)**
In accordance with the Family and Medical Leave Act ("FMLA"), the School provides eligible employees with Family and Medical Leave, provided that the employees comply with the requirements of this Policy.

It is an employee's responsibility to understand and comply with this Policy, including the notice and certification requirements. Failure to abide by these requirements may result in denial of the request for leave, or termination of the employee's leave.

Where a particular state or locality has enacted a family and medical leave law that offers more protections or benefits than set forth below, the School will comply with those other laws as required.

*Eligibility for Leave*

The School will provide up to 12 work weeks of unpaid leave during a single 12-month period for one or more of the following reasons:

- Birth of the employee's son or daughter and to care for the newborn. Leave for this purpose must conclude within 12 months of the birth of the child.

- Placement with the employee of a son or daughter for adoption or foster care and to care for the newly placed child. Leave for this purpose must conclude within 12 months of the placement of the child.

- Care for the employee's spouse, son, daughter or parent with a serious health condition;

- A serious health condition that prevents the employee from performing the essential functions of his or her job; and

- A qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member ***and*** is on or has been called to active duty service in the Armed Forces of the United States in support of a contingency operation.

The School will provide up to 26 work weeks of unpaid leave during a single 12-month period for the following reason:

- Care for a current member of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, therapy, is in outpatient status, or is on the temporary disability retired list due to a serious injury or illness incurred in the line of duty while on active duty.

To be eligible for unpaid leave for any of the circumstances described above, employees must have been employed by the School *for at least 12 months* and *must have worked at least 1,250 hours* during the previous 12 months preceding the leave.

*Calculating the "Single 12-Month Period"*

In most cases, the single 12-month period is calculated by a "rolling" 12-month window, measured backward from the date the employee uses FMLA Leave.

The only exception is when leave is requested to care for a current member of the Armed Forces who is undergoing medical treatment, recuperation, therapy, is in outpatient status, or is on the temporary disability retired list due to a serious injury or illness incurred in the line of duty while on active duty. In this situation, the single 12-month period begins on the first day the employee takes leave to care for the covered service member, and ends 12 months after that date.

Eligibility for Family and Medical Leave for Spouses Who Both Work for the School
A husband and wife who are *both* employed by the School are *separately* entitled to 12 work weeks of leave within a 12-month period if the leave is needed due to their own serious health condition or for the serious health condition of a child.

A husband and wife who are both employed by the School are *jointly* entitled to a *combined* total of 12 work weeks of leave to care for the birth or placement of a child, to care for a parent with a serious health condition, or for leave arising from a qualifying exigency related to a family member's active duty service in the Armed Forces of the United States in support of a contingency operation.

A husband and wife who both are employed by the School are *jointly* entitled to a *combined* total of 26 work weeks of leave during a single 12-month period to care for a covered service member, to care for the birth or placement of a child, or to care for a parent with a serious health condition.

*Intermittent Leave*

Employees may take intermittent or reduced scheduled leave, when medically necessary, for leaves of absences taken in connection with a serious health condition of the employee; a serious health condition of a son, daughter, or parent; or leave for a serious injury or illness of a covered service member. Additionally, employees may take intermittent or reduced schedule leave due to a qualifying exigency related to the active duty service or call to active duty of a family member in support of a contingency operation.

An employee taking intermittent or reduced schedule leave may be required to transfer temporarily to an alternate position which better accommodates recurring periods of leave with equivalent pay and benefits. Further, an employee taking intermittent leave for planned medical treatment may be required to schedule the treatment so as not disrupt unduly the employer's operations.

*Substituting Available Paid Leave*

Employees must substitute accrued paid leave for their FMLA leave. "Substitute" means that the paid leave provided by the employer and accrued by the employee will run concurrently with unpaid FMLA leave. Such leave shall apply to the employee's 12 week or 26 week leave entitlement. Employees must satisfy any procedural requirements required by the paid leave policy in order to receive payment. After an employee exhausts all paid leave during his or her FMLA leave of absence, any time remaining in the employee's 12 week or 26 week entitlement will be unpaid.

*Requesting Family and Medical Leave*

Employees who wish to avail themselves of Family and Medical Leave under this Policy must fill out a leave request form 30 days or more prior to the date they wish the leave to commence. In cases where the leave was unforeseeable the form must be submitted as soon as possible before the requested leave is to commence.

*What Happens to Employee Benefits During the Leave*

During the leave, the School will maintain an employee's existing coverage under the School's group health benefit plan in the same manner as if the employee was actively working, but the employee *will be required to pay the cost of coverage*, if any, *as if actively at work*.

*Certification Will Be Required*

An employee requesting leave due to the employee's own serious illness, to care for a spouse, child, parent with a serious health condition, for exigent circumstances necessitated by the active duty service or call to active duty service in the Armed Forces, or for leave to care for a covered service member with a serious injury or illness must provide the School with the appropriate Certification form.

Certification forms are available at the Human Resources Department and an employee must return such forms within 15 days or as soon as practicable.

*Returning From Family and Medical Leave*

All employees returning to work from a leave of absence due to his or her own health condition must provide a fitness-for-duty certification. The School does not require a fitness-for-duty for each intermittent or reduced schedule leave absence. But the School may require a fitness-for-duty certification once every 30 days for employees taking intermittent and reduced schedule leave if reasonable safety concerns exist regarding the employee's ability to perform his or her duties.

Employees returning from leave will be given the same or an equivalent position, and reinstated to all benefits they had accrued before the leave. An employee absent on an FMLA leave has no greater rights to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period. In some circumstances, an employee seeking leave near the end of a school term may be required to continue to take leave until the end of the school term.

*Reimbursement of Health Care Coverage if the Employee Fails to Return From a Family and Medical Leave*

If the employee fails to return to work at the conclusion of the leave, the School may require the employee to reimburse it for the full cost of health care coverage during a period of unpaid leave. However, the employee may not be asked to reimburse the School if he or she fails to return to work because of the employee's or a family member's legitimate medical reasons; legitimate reasons arising out of a family service member's active duty service or call to active duty service in the Armed Forces in support of a contingency operation; circumstances beyond the employee's control; or, the continuation, recurrence or onset of an employee's or a family member's serious health condition and the employee provides the employer with medical certification within 30 days of the School's request.

*Outside Work Prohibited*

Employees are absolutely prohibited from engaging in any work outside the School while they are on an approved FMLA leave.

If you have any questions regarding your eligibility for FMLA leave please contact Human Resources.

**Military Leave for Family Members**

The School will permit eligible employees to take unpaid leave when qualifying family members are called to active duty or are injured, wounded, or hospitalized while serving on active duty.

To be eligible for unpaid Military Leave, employees must meet all of the following requirements:

- The employee must have been employed by the School for at least 12 months.
- The employee must have worked at least 1,250 hours during the 12 months immediately preceding commencement of the leave.
- The employee *must not have any other leave available* (except for sick leave and disability leave).

If an employee is eligible for Military Leave, the employee may receive, once per calendar year, up to 10 days or 80 hours, whichever is less, of unpaid leave during one calendar year. Such leave may be taken for the following reasons:

- The employee is the parent, spouse, or a person who has or had legal custody of a person who is a member of the uniformed services and who is called into active duty in the uniformed services for a period longer than thirty days; or
- The employee is the parent, spouse, or a person who has or had legal custody of a person who is a member of the uniformed services and or is injured, wounded, or hospitalized while serving on active duty in the uniformed services.

"Active duty" means full-time duty in the active military service of the United States. Active duty does not include active duty for training, or for any period that a person is absent for the purpose of examination to determine the fitness of the person to perform any duty.

To request Military Leave on account of a call to active duty, an employee must contact Human Resources and request Military Leave *fourteen days* before the leave is to begin. Military Leave on

account of active duty must occur no more than fourteen days before the deployment, and no more than seven days after the deployment of the member of the uniformed services.

To request Military Leave on account of an injury, wound, or hospitalization, an employee must contact Human Resources and request Military Leave *two days* before the leave is to begin. If the injury, wound or hospitalization is of a critical or life-threatening nature, the employee may begin the leave without providing prior notice to the School.

The School may require employees requesting Military Leave to provide certification from the appropriate military authority to establish that the criteria for military leave have been satisfied.

During Military Leave the School will maintain the employee's benefits which the employer regularly provides to employees. The employee will be responsible for paying the same proportion of the costs of the benefits as he or she regularly pays, including for any group health insurance benefits.

Employees returning from Military Leave will be restored to the position held prior to taking that leave or a position with equivalent seniority, benefits, pay, and other terms and conditions of employment.

**Military Leave for Military Members**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

Employees are not required to use their Paid Time Off "PTO" time for Military Leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing for reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. Such employees will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Human Resources Department for more information or questions about military leave.

**COBRA**
Under Consolidated Omnibus Budget Reconciliation Act (COBRA), employees receiving health benefits and their qualified dependents may be eligible to continue health care coverage under the employee group health plan at their expense following certain qualifying events, which include most situations where employment has ended. You will receive notice of your eligibility for COBRA continuation.

**Educational Assistance**
The School recognizes that the skills and knowledge of its employees are critical to the success of the organization. The Continuing Education program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the School.

The School will provide educational assistance to all eligible, regular full time employees who have completed 30 calendar days of service. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. The School has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact the Human Resources Department for more information or questions about educational assistance.

While educational assistance is expected to enhance an employee's performance and professional abilities, it cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

The School invests in educational assistance to employees with the expectation that the investment be returned through enhanced job performance. However, if an employee voluntarily separates from the School within one year of the last educational assistance payment, the amount of the payment will be considered only a loan and shall be reimbursed to the School or deducted from the said employees' final pay.

**Paid Time Off "PTO"**
Paid Time Off "PTO" is an all purpose time-off policy for eligible employees to use, as appropriate, for illness or injury and personal business. It combines traditional personal, sick, and vacation leave plans into one flexible, paid time-off policy.

Full Time Employees are eligible to receive PTO. Employees will forfeit any PTO time which the employee does not use before the termination of his or her employment agreement, if any, with the School. Employees who have an agreement should refer to their agreement. In addition, employees will forfeit any PTO time which the employee does not use before June 30$^{th}$ of the year in which it is received.

The amount of PTO each employee receives will depend on the employee's circumstances such as seniority and location. For the amount of PTO you will receive, please refer to your current Benefits Manual, Compensation and Benefits Website, or contact the Human Resources Department.

**Employee Volunteer Policy**
The School recognizes its our responsibility as good citizens to help enrich our surrounding communities of residence and work. We encourage our employees to become involved in their communities, by lending their voluntary support to programs that positively impact the quality of life within our communities.

This policy allows all full-time employees to take up to 8 hours of time once a year to participate in their specific volunteer program with no penalty against their PTO time. Volunteer time should be on a set schedule to help with the coordination of other work-related responsibilities. It should not conflict with the peak work schedule and other work-related responsibilities or create the need for overtime or cause conflicts with other employees' schedules. Details regarding this policy are available by contacting the Human Resources Department.

**Life Insurance**
Life insurance offers you and your family important financial protection. The School provides a basic life insurance plan of $25,000.00 for eligible employees. Additional supplemental life insurance coverage may be purchased. Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between the School and the insurance carrier. Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact the Human Resources Department for more information about life insurance benefits.

## VII. Time Keeping and Payroll

### Time Keeping

Accurately recording time worked is the responsibility of all employees. Federal and state laws require the School to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Employees must record all time worked and are not permitted to work “off the clock.” It is a violation both for an employee to fail to record time worked as well as for an employee to request that another employee work without recording their time appropriately. Failure to appropriately record time worked can lead to discipline up to and including termination for the employee and any employee who requests or allows an employee to work “off the clock.” Requesting an employee to work “off the clock” and intentionally working “off the clock” is just cause for termination from employment.

All employees should report to work no more than 5 minutes prior to their scheduled starting time and stay no later than 5 minutes after their scheduled stop time without expressed, prior authorization from their supervisor.

If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by updating the time record in the electronic Time and Attendance System.

### Notification of Absence

Employees who are unable to report to work must notify their Administrator at least one hour prior to their scheduled start of the work day or as directed. The employee must likewise notify their Administrator of any subsequent day(s) of absence. If an employee is off work for an illness three or more days, a written doctor’s note is required upon return to work. For illnesses of more than three consecutive days, the employee and their Administrator must discuss the possibility of a leave of absence, and immediately notify the corporate Human Resources Department.

Excessive unapproved time off is considered disruptive to the School operation and is not acceptable. An employee’s employment may be terminated if time off is deemed to be excessive. Unapproved absences or absences not protected by law in excess of 7 days constitutes excessive absenteeism and is just cause for dismissal. Employment may be immediately terminated if the employee fails to communicate an absence unless it is of a dire emergency situation.

Unapproved absences, absences not protected by law, or tardiness for reasons other than dire emergency will not be condoned. Absence or tardiness for reasons other than those given above require permission of the Executive Team and may necessitate immediate disciplinary action up to and including reduction in pay and/or termination of employment.

**Requests for Time Off**
All Employees are required to complete a "Request for Time off Form" when they plan to take PTO time. The Administrator is responsible for signing off on the form and indicating if the request is approved or denied. All approved requests must be entered into the electronic Time and Attendance System. The forms are to remain at the School and be placed in a separate location for staff review and/or audit.

**Payroll**
All employees are paid semi-monthly. They are paid on the fifteenth ($15^{th}$) and the last working day of each month. If a payday falls on a Saturday or Sunday, the pay is issued on the Friday prior to that day.

Hourly employees are paid an amount which reflects the hours worked up to the payroll deadline each payday. The Human Resources Department will provide a payroll due date schedule showing the pay dates and the corresponding cut-off date at the beginning of the school year. Hourly employees are not paid for days when the School is closed. This includes both scheduled and unscheduled closed days.

The School takes precautions to avoid errors in pay. If an error should occur in the employee's pay, the employee must immediately notify their Administrator or the Human Resources Department who will determine whether an adjustment is appropriate. If an adjustment is appropriate, the employee will receive the adjustment on the next regular payday.

An employee's take home pay does not represent the full amount of his/her earnings because the School is required by federal and state laws to make certain deductions. These requirements vary by state. Please refer to the individual state and city for specific tax details.

The employee's earnings and the number of exemptions claimed on the Form W-4 and all other state, city, and local withholding forms determine the amount of income tax withheld from the employee's paycheck. It is to the employee's advantage to keep this information current. The employee can make changes by contacting their Administrator.

Employees are eligible to receive performance based bonuses throughout the year. See your personal Compensation and Benefits Web page for specific details regarding Bonus Pay. Bonus pay is taxed according to the IRS regulations. All bonuses are discretionary.

Other special pays may be issued for project work outside the normal scope of an employee's job. Prior to commencing any project work, approval must be obtained in writing from the Executive team. All applicable federal, state, and city taxes will apply.

**School Calendar and Work Schedule Policy**
Employees will receive a copy of the School Calendar for their work location. All employees are expected to report for work, as scheduled, for each school day according to management's directive. Employees are required to participate in certain School activities as their respective positions demand. Some of these activities have specific times and places that will be

announced by the Administrator in advance – such as parent-faculty nights, faculty meetings, departmental meetings, assemblies, commencement exercises, fund-raisers, and chaperoning. Employees may also choose to contribute to the support of the total School community by voluntarily participating in activities such as: parents' club events, special student presentations, and athletic events.

**Work Schedules**
The normal work schedule for all regular full-time employees spans eight and a half hours per day with a thirty minute unpaid lunch break; five days a week. Administrators will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Administrators have discretion to change start and end times, stagger personnel start times, and extend the work day by adding an additional 30 minutes to lunch.

**Working Off Site**
In some cases, the School considers working from home and/or telecommuting to be a viable alternative work arrangement where the job duties, employee and supervisor are best suited to such an arrangement. Telecommuting allows an employee to work at home, on the road, or in a satellite location for all or part of their regular work week. Telecommuting is a voluntary work alternative that may be appropriate for some employees and some jobs. It is not an entitlement; it is not a School-wide benefit; and it in no way changes the terms and conditions of employment and is at the School's sole discretion.

Many job duties may not be appropriate for telecommuting or working from home.

Even when an employee is able to perform his or her duties from home or while telecommuting, there are several limitations on an employee's ability to telecommute or work from home.

1. Non-exempt employees are not permitted to work from home under any circumstances.

2. Employees on a personal, administrative or medical leave of absence are not permitted to work from home. Any time spent working from home is work time and is not considered a leave of absence.

3. Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel. Other informal, short-term arrangements may be made for employees on leave, to the extent practical for the employee and the organization, and with the consent of the employee's health care provider, if appropriate.

4. The School will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each arrangement on a case-by-case basis. The Human Resource and information system departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the organization is to be used for business purposes only. The employee must sign an inventory of all office property and the employee agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment, all School property must immediately be returned to the School, unless other arrangements have been made.

5. The employee must obtain prior written approval from a Senior Executive of Management before working from home or telecommuting. Upon obtaining approval from Executive Management, the employee and employee's supervisor will agree on the circumstances under which the employee will work from home or will telecommute. Among other things, the supervisor and employee should agree on the level and frequency of communication during the period in which the employee is working from home or telecommuting. The employee must agree to be accessible by phone or email within a reasonable time period during the agreed upon work schedule.

6. If the supervisor determines that the employee is not meeting the expectations as agreed upon by the supervisor and employee, the supervisor, through consultation with Human Resources, may end the employee's work from home or telecommuting privileges.

7. Employees entering into a telecommuting or work from home agreement may be required to forfeit use of a personal office or workstation in favor of a shared arrangement to maximize organization operations and office space needs.

8. The availability of telecommuting as a flexible work arrangement for employees of the School can be discontinued at any time at the discretion of the employer. Every effort will be made to provide 30 days notice of such a change to accommodate any issues which may arise from such a change. There may be instances, however, where no notice is possible.

**Employment Termination**

Our goal is to build and maintain lasting work relationships with our employees. It is expected that employees who resign give a minimum of two week notice. The School reserves the right to accept the resignation immediately upon notice, or based upon the individual circumstances, the School may elect to allow the employee to work out their notice. Employees must actively be at work during a notice period. Paid Time Off (PTO) cannot be used during the notice period.

Once notice of resignation is received by the Administrator, it cannot be withdrawn except with the written agreement of the Executive Team, even if such attempt to withdraw is during the notice work out period. Some employees may have additional conditions and/or limitations regarding resignation from employment. For additional information regarding any additional conditions and/or limitations regarding resignation from employment see your employment agreement, if any.

Employees who fail to follow any additional restrictions or conditions within their employment agreement, if any, may be in breach of their employment agreement. The Administrator will generally schedule exit interviews at the time of employment termination.

**End of Contract/ End of School Year Procedure**

**During the Year.** Each employee must return any equipment or supplies they received during the course of their employment prior to their final work day. Equipment, Grade books, lesson plan books, student records and files, School manuals, computers, cell phones, keycards, security badges, building keys, and all School owned materials must be given to their supervisor upon the ending of employment.

**Teaching Personnel -- End of School Year**. Each Teacher must follow the end of year procedures as assigned by their supervisor. Some examples of these responsibilities include but are not limited to the following: completing a textbook inventory; inspecting all issued textbooks for damage; assigning responsibility for damage to School property to specific students; compiling a list of necessary room repairs; updating student cumulative records; thorough cleaning of classroom furniture and student lockers; and completion of classroom inventory of equipment, furniture and teaching materials. Grade books, lesson plan books, student records and files, School manuals, and all School owned materials must be given to the Administrator upon the ending of employment.

## VIII. Workplace Conduct

### Alcohol and Drug Policy

The School has a strong commitment to its employees to provide a safe and secure work place and to establish programs promoting high standards of employee health. All employees while on School property, attending School gatherings, and when performing or reporting to work are expected to be free from the influence of illegal drugs, alcohol, or other controlled substances.

The School prohibits the use, possession, concealment or distribution of drugs or alcohol by employees. Drugs include any alcoholic beverage, anabolic steroid, controlled substances or substances that could be considered a "look alike" controlled substance. Compliance with this policy is mandatory for all employees. Any employee who violates this policy will be subject to immediate dismissal/termination of employment.

The Executive Team reserves the right to terminate employment for unprofessional conduct at employer sponsored events.

### Drug and Alcohol Screening

The School may require drug/alcohol screening of employees at any time during or prior to employment. The School may conduct searches of the School premises, including, without limitation, desks and file cabinets, personal vehicles, and any employee package, briefcases, or purses carried. An employee has no expectation of privacy on the School premises for such searches as discussed in other places in this Handbook, including School owned electronic equipment, phones, and voice mail. Consent to screening and searching is a condition of employment.

### Smoking/Tobacco Policy

The School recognizes the need of many of its employees to work in an environment free of tobacco smoke. Smoking on School grounds is prohibited! Both employees and visitors are expected to comply with this policy. Any violation of this policy will be subject to disciplinary action, up to and including termination of employment.

### Weapons

Possession of weapons, including but not limited to firearms and knives, on School owned or leased property, including parking lots and personal or School owned vehicles, is strictly prohibited. Authorized security personnel may only carry job issued firearms as a part of their job responsibility.

### Policy Against Harassment

It is the policy of the School is to promote a productive work environment and the School does not tolerate verbal or physical conduct by any employee, visitor, vendor, or student which harasses disrupts or unreasonably interferes with an employee's work performance or which creates an intimidating, offensive or hostile environment. Workplace harassment includes harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, handicap, veteran status, military status, genetic information or any other classification protected by federal, state or local law. An employee who has a complaint of harassment at work by anyone (co-workers, supervisors or visitors) must bring the complaint to the attention of his or her supervisor or Human Resources.

Employees are expected to act in a positive manner and contribute to a productive work environment that is free from harassing or disruptive activity. **No forms of harassment will be tolerated.**

**1. Sexual Harassment**

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment. Sexual harassment includes:

a. Sexual flirtations, touching, advances or propositions;
b. Requests for sexual favors;
c. Sexual conduct that is made explicitly or implicitly a term or condition of employment;
d. Submission to or rejection of sexual conduct that is used for the basis of an employment decisions
e. Verbal abuse of a sexual nature;
f. Graphic or suggestive comments about an individual's dress or body;
g. Sexually degrading words to describe an individual;
h. The display in the work place of sexually suggestive objects or pictures, including nude photographs; and
i. Sexual conduct that has the purpose or effect of creating a intimidating, hostile or offensive work environment.

**2. Student Harassment**

Harassment is any form of hostility, conduct or language that alters the conditions of the student's school environment and which creates a hostile, intimidating or offensive school environment. Additionally, sexual harassment can consist of unwelcome sexual advances, intentional and unwelcome touching, verbal remarks and requests or demands for sexual favors. The prohibition against harassment is applicable to all employees.

Reported incidents shall be investigated immediately. The incident and report will be kept as confidential as the circumstances permit.

**3. Other Harassment**

Disciplinary action, up to and including termination, will be taken against any employee engaging in unlawful harassment. The School expressly prohibits any form of retaliatory action against any employee for availing him or herself of this policy. This includes making complaints of harassment or participating in an investigation of harassment.

**4. Reporting Harassment and Resolution to Complaints**

Employees, without fear of reprisal, have the responsibility to bring any form of sexual harassment, or harassment of any kind, to the attention of a supervisor or Human Resources including harassment directed at any student. Upon knowledge or request, the School will investigate the circumstances of any person who believes themselves to be the object of sexual or other types of harassment and review the results of the investigation with the person. The Supervisor will make every effort to protect the confidentiality of the complainant and any witness to the extent possible.

It is the responsibility of any supervisor or manager to immediately report under the appropriate reporting procedure any report or knowledge of any harassment engaged in or on School premises or at School functions. Failure to report any such knowledge can result in discipline up to and including termination of employment.

## 5. Reporting Student Abuse/Neglect/Battery/Bullying

Requirements and Procedures for Reporting Known or Suspected Cases of Child Abuse/Neglect/Battery/Bullying

When any employee knows of or suspects abuse or neglect of a student under the age of 18 years of age, the employee shall first notify their Supervisor. Then the employee shall call the local reporting agency in the presence of the Supervisor. The employee shall document the notification by using the Suspected Student Abuse/Neglect Form. The School Nurse will be notified, if appropriate.

When any staff employee suspects abuse or neglect of a student that is 18 years of age or older, he/she must first notify the supervisor. The employee must then offer the student the opportunity to report the incident(s) to the local police. The student, as an adult, has the option not to make a call to the police. In either case, the employee must complete a Student Abuse/Neglect Form that is placed into the student's records.

If the family contacts the School about the report, the family needs to be told to contact the agency or police department that is handling the matter. All reports are to be kept confidential – including between members of the School staff — unless a given staff member needs to know about the matter in order to fulfill his/her duties.

Refer to the anti-bullying policy if an employee believes that bullying is occurring.

### Anti-Bullying Policy

The school prohibits any acts of bullying. Workplace Bullying refers to repeated, unreasonable actions of individuals (or a group) directed towards an employee (or a group of employees), which are intended to intimidate, degrade, humiliate, or undermine; or which creates a risk to the health and safety of the employee(s). Bullying, like other disruptive or violent behaviors, is conduct that disrupts both the student's ability to learn and the schools ability to educate its students in a safe environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate bullying is expected of all staff.

### Personal Appearance-Dress Code

All employees, working in any capacity with the students, are to maintain and adhere to the following dress code:

The appropriate dress attire for men would include, shirts, dress pants/slacks, and ties or shirts with a collar, and the appropriate attire for women is dresses, dress pants/slacks, skirts and blouses. Shoes must cover heels and toes, socks and/or hosiery are required. All denim clothing is prohibited. Bright or neon hair colors, body piercing (other than standard pierced earrings), tattoos, or excessive make-up become a great source of distraction for the student body and other employees and are not permitted. Skirts must be no more than 2 inches above the knee. Blouses cannot have plunging neck lines or be deemed revealing. No sleeveless shirts for men or women.

If a uniform shirt or other dress items are available through the School, employees may dress accordingly through the direction of the Administrator.

Generally, if uncertain about whether a particular style of dress or article of clothing is appropriate, choose NOT to wear it to work. The employee should be considerate of the fact that the students are required to dress uniformly and adhere to the dress code of the School. The School staff should present a model for students to follow in areas regarding personal hygiene and appearance.

All employees are expected to keep their work area clean and organized.

**Meal Periods**
All regular full-time employees will have one meal period of thirty minutes in length each workday. Your supervisor will schedule your meal period to accommodate operational requirements. During meal periods, you are not subject to any work responsibilities or restrictions. You will not be paid for meal period time.

**Personal Property**
The School does not provide insurance coverage for employee's personal property. This is the responsibility of each individual. Employees should contact their individual insurance agents to check their coverage.

Any personal property brought onto School property is subject to inspection and search.

**Return of Property**
Employees are responsible for all School property, materials, or written information issued to them or in their possession or control.

Employees must return all property immediately upon request or upon termination of employment and keep no copies of the property in any media form. The Executive Team may also take all action deemed appropriate to recover or protect its property.

**Solicitation**
In an effort to ensure a productive and harmonious work environment, solicitation of any kind by an employee of the School is prohibited while he or she is on working time. This means that any type of solicitation is prohibited if the employee is doing the solicitation or the employee being solicited is on work time.

Distribution or acceptance of literature other than literature from charitable organizations by an employee is prohibited while he or she is on working time and is also prohibited in any working area of the facility whether an employee is on working or non-working time. This rule includes solicitation or distribution or acceptance of literature for all purposes including lotteries, raffles, political organizations, labor organizations, fraternal organizations, and the like. Distribution of literature by any person who is not an employee of the School is prohibited. If you observe persons violating this policy, you must report the violation to your supervisor immediately. Employees who violate this policy may be subject to discipline up to and including termination. In addition, the posting of written solicitations on School bulletin boards is prohibited.

# IX. Disciplinary Action

### Just Cause for Dismissal

This Handbook is not a contract and does not otherwise change the terms and conditions of your employment as an at-will employee. This can only be changed through a written employment contract.

### Causes for Disciplinary Action and Termination of Employment

Examples of offenses that can lead to disciplinary action or dismissal include, but are not limited to:

a. Conviction of an offense that would prohibit the staff member from exercising care and custody over students in the School;

b. Committing any violation of state or federal laws, statutes, or rules, although the conduct may not have resulted in a criminal charge, indictment, prosecution or conviction;

c. Failure to complete a criminal background check, or other mandated employment screenings, as required by state and federal law;

d. Falsifying, intentionally misrepresenting, willfully omitting or being negligent in reporting information submitted to federal, state, and other governmental agencies such as professional qualifications, criminal history and information submitted in the course of an official inquiry or investigation, college or professional development credit and/or degrees, academic awards, and employment history when applying for employment and/or licensure, or when recommending an individual for employment, promotion or licensure. This includes but is not limited to, employment application, time keeping records, or student records;

e. Intent to, or behavior which inflicts physical or emotional harm to a person or damage to property, whether intentional or negligent; (This can include any behavior which would constitute any type of harassment.);

f. Disparaging a colleague, peer or other personnel while working in a professional setting (e.g., teaching coaching, supervising, or conferencing) on the basis of race or ethnicity, socioeconomic status, gender, national origin, sexual orientation, political or religious affiliation, physical characteristics, age, disability or English language proficiency;

g. Serious or repeated acts in violation of general safety rules or practices in the performance of work or in the use of School facilities for any purpose;

h. Absence without notification; (This is defined as failure to report, intentionally misrepresenting, willfully omitting or being negligent in reporting reasons for absences or leaves for a scheduled workday without notification to the Administration.);

i. Excessive employee tardiness and unapproved or unprotected absences beyond the allocated paid time off policy (see the Notification of Absence Policy above);

j. Theft, misappropriation of School property, and dishonesty;

k. Possessing, consuming or being under the influence of alcoholic beverages or any non-prescribed, controlled substance during work hours; (An employee is to inform their supervisors of any appropriately prescribed prescription medicine which they have been given which may affect their job performance or ability to function at work.);

l. Possession of explosives or firearms on School property, while representing the School, or while the employee is conducting any business of the School as an employee or volunteer;

m. Unauthorized possession of or use of any School property, equipment, or material;

n. Using technology to intentionally host or post improper or inappropriate material that could reasonably be accessed by the School community;

o. Unauthorized disclosure of confidential records which include but are not limited to student records, employee records and/or School records; standardized tests, test supplies or resources;

p. Failure to perform job functions or failure to follow Administrative directives in a satisfactory and/or timely manner;

q. Co-mingling public or School-related funds with personal funds; submitting fraudulent requests for reimbursement of expenses; failing to account for funds related to School activities collected from students, parents, family members, community members, staff or peers;

r. Willfully or knowingly violating any student confidentiality required by federal or state laws, including publishing, providing access to, or altering confidential student information on district or public web sites such as grades, personal information, photographs, disciplinary actions, or individual educational plans (IEPs) without parental consent or consent of students 18 years of age and older;

s. Using confidential student, family, or School-related information in a non-professional way (e.g., gossip, malicious talk or disparagement);

t. Improper verbal or physical conduct toward a student, parents, family members, community members, staff or peers;

u. Failure to follow School policies, procedures, or job instructions;

v. Failure to adhere to job description;

w. Failing to adhere to any Code of Professional Conduct for Educators or equivalent as mandated by each state.

The listed causes for disciplinary actions are not all inclusive and the School will determine appropriate discipline reasons and level of discipline of each occurrence by examining the specific facts presented.

**Progressive Discipline**

The School's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Disciplinary action may call for all or any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment, all of which will be documented and placed in the employee's personnel file. Depending on the severity of the problem and the number of occurrences there may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

The Executive Team recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, this Handbook includes examples of problems that may result in immediate suspension or constitute just cause for immediate termination of employment. However, the causes for disciplinary action listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the School.

# X. Employee Relations

**Conflict Resolution**
The School is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the Administrator and management.

The School strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the School in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the Open Door or Peer Review Policy

**Open Door and Peer Review Policy**
The Open Door and Peer Review Policy was established to maintain open communication and good relations for all of its employees with the employer. This program offers employees an opportunity to present their issues and concerns in an atmosphere of mutual understanding and respect without fear of intimidation or reprisal. The Open Door Policy is available at all work locations; Peer Review is currently only available in Ohio.

If an employee feels that they have been wrongly or unfairly treated, the employee is given the opportunity, through the Open Door procedure, to present their case. The Open Door procedure consists of the following steps:

Step 1 – Meeting and discussion with immediate supervisor;
Step 2 – Investigation and consideration by Human Resources;
Step 3 – Meeting and discussion with Division Director or equivalent;
Step 4 – Meeting and discussion with member(s) of the Executive Committee;
The decision of the Executive Committee member(s) is final and binding.

Upon completion of Step 2, an appealing employee has a choice to proceed with the Open Door process or to request a Peer Review (Ohio only).

Peer Review is a process that enables employees the opportunity to present their problems and concerns to a panel consisting of both managers and peers. After giving careful consideration to all information presented, the panel is responsible for rendering a decision. The decision by the Peer Review Panel is final and binding on both parties.

Details regarding Open Door and Peer Review are available in the Open Door and Peer Review Procedures Handbook or by contacting the Human Resources Department.

**Whistleblower Policy**
The School is committed to maintaining the highest standards of business conduct and ethics, as well as full compliance with all applicable government laws, rules and regulations, corporate reporting and disclosure, accounting practices, accounting controls, auditing practices and other matters relating to fraud against the School and/or the management company (collectively "Accounting Concerns"). The Audit Committee (the "Committee") of the Board of Managers of White Hat Ventures, LLC is responsible for ensuring that a confidential and anonymous process exists whereby persons can report any Accounting Concerns relating to the School and/or the management company. In order to carry out its responsibilities under its Charter, the Committee has adopted a Whistleblower Policy.

For the purposes of this Policy, "Accounting Concerns" is intended to be broad and comprehensive and to include any matter, which in the view of the complainant, is illegal, unethical, contrary to the policies of the Company or in some other manner not right or proper. It is the employees' duty to report any suspected violation of this policy.

All employees of the Company including vendors and other interested parties are encouraged to report possible fraudulent or dishonest conduct. The Company posts this Policy and the School's Whistleblower Hotline telephone number and web link on the Company's website to help facilitate the reporting of Accounting Concerns.

The company Whistleblower Hotline and website will be maintained by an independent third party outside agency not affiliated with the company. A special toll-free number and hotline website will enable company employees to report violations of Code of Conduct, particularly those regarding questionable accounting or auditing matters to a specially trained third-party. Callers will not be talking to a White Hat employee when they call.

Other types of complaints (for example employment relations issues or suggestions for improving company non-financial processes) should only be directed to the appropriate resources within the company.

The Whistleblower Hotline is available 24 hours a day, seven days a week. Employees may choose to remain anonymous when calling the hotline and any employee who reports possible or actual wrongdoing in good faith will not be retaliated against if they choose to share their identity.

Employees may report a complaint by dialing 1-866-846-8041 or by visiting the hotline website at www.whitehatmgmt.ethicspoint.com.

All submissions shall be treated on a confidential basis during the investigatory stage to the greatest extent possible, unless the complainant agrees to disclosure. Continued confidentiality may not be possible in the event legal action or prosecution is taken against the alleged offender

The full **"Whistleblower Policy"** and the **"Reporting and Investigating Financial Fraud Policy"** can be reviewed on the White Hat Whistleblower Hotline Website

## XI. Workplace Conditions

### Health and Safety

Health and Safety policies are posted in the School. All employees need to review the policies to be certain that they are followed at all times. Failure to follow these policies can result in discipline up to and including termination.

All managers, supervisors, and employees are responsible for protecting and securing School property, materials, equipment and facilities and reporting any security violations, thefts and other security-related incidents to their supervisor or Human Resources. Failure to protect, to secure, or report any such violations of any employee of the School can result in discipline up to and including termination.

### Reporting Work Place Injuries

The School complies with appropriate federal and state laws regarding work place injuries. All work-related injuries (including injuries that arise during work related travel) must be immediately reported to your supervisor both verbally and in writing. The Supervisor is then responsible to submit the information to the Human Resources Department within 24 hours of the event. The Human Resources department will file the claim with the appropriate agency. Employees who seek medical attention for a work place injury are required to provide a return to work slip from the physician or medical facility upon returning to work.

In the event of a work place injury, the School may require drug/alcohol testing.

### Safety Drills and Emergencies

The Schools have safety drills and emergency procedures designed for each building. Each employee must understand the drills and procedures and be ready to follow them.

> **School Building Evacuation.** In the event of an emergency evacuation, all employees must follow the Safety Drills and Emergency Procedures as determined for each building. This procedure can be found with the building Administrator. Emergency evacuation routes are located in each room of the buildings.

### Emergency Closings

> **Unscheduled Closings for our Schools**. In the event of an emergency School closing due to inclement weather or facilities issues, please refer to the local news or radio stations for notification. Local radio and television stations will carry School closings. Employees may need to report to the building even though the students do not. Employees are to comply with the School's procedures in regard to the need to report to work. The Administrator will determine the employees that need to report to work under conditions when the School closes due to weather.

### Use of Phone and Mail Systems

Personal use of the telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse the School for any charges resulting from their personal use of the telephone.

To ensure effective telephone communications, employees should always use the approved

greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

The use of the School-paid postage for personal correspondence is not permitted.

**Media Policy**
It is the policy of the School that all employees shall refrain from talking to members of the media on School-related issues. If a media representative contacts you, you are expected to refer all inquires to your Administrator or the Executive Team.

Consistency and clarity of message is critical in preserving the School's reputation throughout the business, public and press. Employees are prohibited from releasing any nonpublic School-related information outside the School in any media whatsoever including any and all social media whether general or restricted.

**Civic and Community Activities**
The School encourages employees to participate in various civic and community activities unless participation interferes with job responsibilities. These activities should be pursued in a responsible manner that reflects favorably upon employees and the School.

**Visitors in the Workplace**
To provide for the safety and security of employees, students and the facilities at the School, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter the School through the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main office.

## XII. Information Technology

**Technology Policy**
All electronic systems, including without limitation, electronic mail ("E-Mail"), voice mail, social networks and computer files, and all information transmitted, received, or stored in these systems constitutes the property of the School. Further, by using these systems or signing the acknowledgment attached to this document and/or your use of the electronic systems, you agree to the acquisition of all electronic communication/files by the School. The School's E-Mail, computer, Internet, and telephone systems are intended to facilitate the efficient transmittal of business-related information, thereby enhancing our ability to serve customers more swiftly and effectively. For that reason, the following policies apply to all E-Mail, computer, Internet, and telephone systems:

- All E-Mail or voice mail messages and computerized documents, like the computer systems on which they are stored, are the property of the School. The School reserves the right to view, listen to, or print any E-Mail communication, voice mail, or computerized documents at any time, regardless of subject, author, or intended recipient and will monitor communications and computerized documents on a regular basis to ensure that the system is used in accordance with its intended business purpose. Furthermore, routine or emergency system maintenance may require technicians to examine files stored on the computer systems. Therefore, employees have no expectation of privacy with regard to E-Mail, Internet usage, or voice mail communication and/or computerized documents.

- The purpose of the School's E-Mail, voice mail, and the computer systems is to facilitate efficient information storage and business communications and computerized documents. Voice mail, E-Mail and/or the Internet should be used primarily for matters of concern to the School's operations. For that reason, it may not be used to solicit others.

- The School will deal with **any** unauthorized use of the School's computer systems to commit criminal activity swiftly and severely. Unauthorized use or attempts to use School computers, including E-Mail and Internet capabilities, to engage in any of the following activities are strictly prohibited and will subject you to not only termination from employment with the School, but also criminal prosecution under the Computer Fraud and Abuse Act of 1986, as amended (18 U.S.C. §1030). Prohibited activities include:

    1. Knowingly accessing a computer without authorization to obtain national security data;
    2. Intentionally accessing a computer without authorization to obtain information contained in a financial record of a financial institution or contained in a file of a consumer reporting agency on a consumer; information from any United States department or agency; or information from any protected computer if the conduct involves an interstate or foreign communication;
    3. Intentionally accessing without authorization a government computer and affecting the use of the government's operation of the computer;
    4. Knowingly accessing a computer with the intent to defraud and thereby obtaining anything of value;

5. Knowingly causing the transmission of a program, information, code, or command that causes damage or intentionally accessing a computer without authorization, and as a result of such conduct, causes damage that results in—
   - loss to one or more persons during any one-year period aggregating at least $5,000 in value;
   - the modification or impairment, or potential modification or impairment, of the medical examination, diagnosis, treatment, or care of one or more individuals;
   - physical injury to any person;
   - a threat to public health or safety; or
   - damage affecting a government computer system.

6. Knowingly and with the intent to defraud, trafficking in a password or similar information through which a computer may be accessed without authorization.

- Because of the threat to confidentiality posed by transmitting information over the Internet, employees transmitting confidential messages or files via E-Mail to any person or entity outside of the School must abide by all laws and other School policies regarding the transmission of confidential information.

- The School's E-Mail, voice mail or Internet systems, like its other information systems, shall not be used to transmit abusive or offensive messages. For example, employees shall not transmit messages that could be construed as harassment or disparaging to others. Electronic communication containing offensive, off-color vulgarities will not be tolerated, and messages should not contain derogatory remarks based on race, color, religion, sex, sexual orientation, sexual identity, national origin, age, disability, handicap, veteran status, military status, genetic information or any other classification protected by federal, state and local law or ordinance.

- Employees are not permitted to gain access to another employee's file of E-Mail messages, voice mail and/or computerized documents without the latter's permission. (As stated above, however, the School reserves the right to enter employees' E-Mail, voice mail and all other computer files).

**NOTE**: As you use the School's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mail messages are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. Like any other document, an e-mail message or other computer information can later be used to indicate what an employee knew or felt. For example, an e-mail message can be used in a court of law or other public forums. Keep this in mind when creating e-mail messages and other documents. Even after deleting an e-mail message or closing a computer session, it may still be recoverable and may even remain on the system.

The Executive Team does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the School reserves the right not to provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

**Confidential Information**

E-mail and Internet/Web access are not entirely secure. Others outside the School may also be able to monitor your e-mail and Internet//Web access. For example, Internet sites maintain logs of visits from users; these logs identify which School, and even which particular person, accessed the service. If the work using these resources required a higher level of security, please ask the supervisor or IT department for guidance on securely exchanging e-mail or gathering information from sources such as the Internet or World Wide Web.

All Employees should safeguard the School's confidential information, as well as that of clients and others, from disclosure. Do not access new voice mail or e-mail messages with others present. Messages containing confidential information should not be left visible while you are away from your work area.

E-mail messages containing confidential information should include the following statement, in all capital letters, at the bottom of the message: CONFIDENTIAL, UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED.

**Your Responsibilities**

Each Employee is responsible for the content of all text, audio, or images that are placed or sent over the School's technical resources. Employees may access only files or programs, whether computerized or not, with which permission is given.

Violations of any guidelines in this policy may result in disciplinary action up to and including termination. In addition, the School may advise appropriate legal officials of any illegal violations.

**Cellular Phone Policy**

The School provides employees with efficient, cost effective telephone communication equipment and services. The purchase and use of School owned cellular telephones shall be limited to the requirement and specifications contained in this policy.

The acquisition of School owned cellular telephones shall be limited to those instances in which there is a demonstrated need for such equipment to perform essential School business or to improve safety, increase productivity, or in situations in which necessary communications cannot be provided by any other means. The purchase of School owned cellular telephones shall be subject to written approval by your Administrator or the Executive Team. An employee has no right or expectation of privacy in using a School provided cell phone, including voice mails.

**a. Use of School Owned Cellular Phones**

Cellular telephone calls are more expensive than those using ordinary telephone services. These higher costs shall be weighed against the level of employee need and expected usage. Cellular phones shall be used only when a lower cost alternative is unsafe, inconvenient, or not readily available.

Cellular transmissions can be overheard by others. Discretion is to be used in discussing confidential information using cellular communication. Employees are responsible for taking reasonable precautions to prevent theft and/or vandalism of cellular equipment. Cellular phone usage must comply with the School's "*Mobile Device Security Policy*".

Employees cannot add, modify, or remove cellular telephone equipment or services. The School's Information Technology Department is responsible for adding, modifying, or removing cellular telephones and services. Employees may request changes from their department head and be assigned an Information Technology specialist to make the requested changes. All School owned cellular telephone purchases, including hardware or software shall be made according to policies established by the Procurement Services Department

**b. Personal Use**
The School recognizes that occasions arise in which personal calls need to be made or received on a cellular telephone. However, it is intended that cellular telephones be used for School business-related purposes. Personal calls are to be minimized. Calls home or to the family, etc. by School staff when required to work extended hours shall be considered business calls. Cellular phones must not be taken on vacation or used when an employee is off duty unless there is a work-related purpose in doing so.

The School reserves the right to monitor the billing and use of all School owned cellular telephones and has the authority to withhold any un-reimbursed amount from the employee's wages.

**c. Reimbursement for Personal Calls**
Employees shall be responsible for reimbursing accounts payable for personal calls noted on the monthly cellular service billing.

**d. Termination of Use of School Owned Cellular Phones**
If the conditions of this policy are violated by the employee, the Administrator and/or Executive Team shall terminate the use of School owned cellular phones by the employee.

**e. Policy for Employee Owned Cellular Phones**
It is the policy of the School to allow employees to use personal cellular telephones. Making and receiving personal calls should be limited. Use of personal cellular telephones should not result in additional costs to the School and should not interfere with performance of employee duties or normal business operations. Employees are trusted to exercise good judgment in both the duration and frequency of such calls. The School does not normally reimburse employees for calls made on personal cellular phones.

**Mobile Device Security Policy**
Mobile devices must be appropriately secured to prevent sensitive or confidential data from being lost or compromised, to reduce the risk of spreading viruses and to mitigate other forms of abuse of the School's computing and information infrastructure. A mobile device includes but is not limited to a laptop, flash drive, MP3 player, CD's DVD's, portable hard drives, iPad, or digital camera.

Employees must follow these mobile device security policies:
1. All School issued mobile devices must have encryption turned on.

2. Device authentication must be turned on, on all mobile devices and must have password protection on at all times.

3. Bluetooth capabilities on on all mobile devices must be disabled when they are not actively transmitting information. All Bluetooth devices must always be in the "hidden" mode.

4. Whenever possible, all mobile devices must be password protected. Choose and implement a strong password – at least eight (8) characters in length.
5. The physical security of these devices is the responsibility of the employee to whom the device has been assigned. Devices shall be kept in the employee's physical presence whenever possible. Whenever a device is being stored, it shall be stored in a secure place, preferably out-of-sight.
6. If a mobile device is lost or stolen, promptly report the incident to the IT Department/Help Desk and proper authorities. Also, be sure to document the serial number of your device now, for reporting purposes, in the event that it is lost or stolen.
7. Sensitive or confidential documents audio, and video, if stored on the device, must be encrypted if possible.
8. Mobile device options and applications that are not in use must be disabled.
9. Sensitive and confidential information must be removed from the mobile device before it is returned, exchanged, or disposed.
10. All mobile devices must have enabled screen locking and screen timeout functions.
11. No personal information shall be stored on mobile devices unless it is encrypted and permission is granted from the data owner.
12. Before a mobile device is connected to the IT systems, it shall be scanned for viruses (the user risks having files on the device deleted if any viruses are detected). If media mobile device is used for transitional storage (for example copying data between systems), the data shall be securely deleted from the mobile device immediately upon completion.

## XIII. Social Media

Social Media is a powerful tool that has a significant impact on the school. The Social Media policy is designed to offer practical guidance for responsible, constructive communications via social media channels. Social Media is defined as any form of media designed to be disseminated through social interactions. Examples of social media include but are not limited to the following: LinkedIn, Twitter, Facebook, YouTube, and MySpace

Employees are prohibited from being friends with any current students or former students under the age of 18 years old at any of our school entities, on any of their own personal social media sites.

1. Employees are prohibited from posting confidential or proprietary information about the school, the management company, students, other employees, or any other subsidiaries of the business, direct or indirect. This also includes all applicable federal requirements such as FERPA and HIPPA, as well as the Department of Education rules and regulations.
2. School logos or any other trademarked company owned images or icons are prohibited from being posted on personal social media sites.
3. Photos of students and or student activities are prohibited without prior written approval from the student's parent/guardian and the Administrator of the school.
4. Employees are prohibited from discussing matters of professional life on their personal page (i.e. events during the work day, workshops, trainings, etc.).

The same laws, professional expectations, and behavioral standards that you would follow in your daily operations are expected to be followed when interacting on a social media site.

The school respects the legal rights of its employees; what you do on your own time is your affair however activities in or outside of work that negatively affect your job performance, the performance of others, or the business interests of the school will be reviewed on a case-by-case basis.

**Institutional Social Media**

Schools that have a social media page or that would like to start one must contact the Vice President of their school. All school created pages must have a full-time appointed employee who is identified as being responsible for the content of the page. The page must link back to the school web site and the postings should be brief redirecting a visitor to the contents of the school site.

All posts made on the school social media site should protect the voice of the school by remaining professional in tone and of good taste.

Best Practices:

- Employees are liable for anything they post to the social media site, so think twice before posting.
- Consider your audience and exercise good judgment. The social media site is available to the public; this includes prospective and current students, future employees, colleagues, and/or peers.
- Be authentic and respect copyrights and trademarks
- Names and/or pictures of current or former students are prohibited without the written consent of the student's parent(s) or legal guardian and the Administrator of the building.

Employees are liable for anything they post to social media sites. Violations of the above will result in disciplinary action up to and including termination of employment.

## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

This will acknowledge your receipt and understanding of the provisions contained in the Employee Handbook. The information contained in the Employee Handbook has been prepared to give you a summary of many but not all of the benefits of your employment. Although the Handbook reflects our current policies, it may be necessary to make changes from time to time to best serve the needs of the School and the School reserves the right to change any policy or benefit at any time with or without specific written notice.

The policies and statements contained in this Employee Handbook (and any future changes) are **NOT** to be considered as a contract of employment. Instead, the Handbook serves the purpose of a guideline to help improve our mutual communication. It should be noted that this Handbook does not change the terms and conditions of your employment. No School representative has the ability to alter your employment status or any School policy unless it is done in writing by the appropriate School representative. No person has the ability to depend or rely upon any such verbal statements which alter the employment relationship between the employee and the School.

Any written employment agreement which has been or is entered into between an employee and an authorized representative of the School, shall remain or be in full force and effect.

If you have any questions about any of the policies contained in the Handbook, please contact your Administrator.

I acknowledge that I have received, read and understand the Employee Handbook.

School Name: _____

_____ _____

Employee's Printed Name Employee Signature

_____

Date

_____

Witness Signature and Date

## ACKNOWLEDGMENT OF RECEIPT OF COMPANY PROPERTY

I acknowledge that I received the devices described below and I understand that the devices described below are the property of the School. In the event my relationship with the School ends, I understand I must return the property at the time of my resignation or separation, or within 3 days if I am unable to return the property at the time of my resignation or separation.

I further acknowledge that I will use the School property for purposes related to my job with the School. I will not abuse the property and will return the property in working condition. If I utilize the devices for personal reasons and the School incurs additional fees and expenses as a result, I agree to reimburse the School for all fees and expenses related to my personal use of the devices. Moreover, I will not use the property in a way that may violate the law or any of the policies contained in the employee Handbook. I further acknowledge that I have read the technology policy contained within the Handbook and agree to abide by that policy when using the devices listed below.

Description of Property:

_____

_____

_____

_____

_____

_____

School Name: _____

_____ _____

Employee's Printed Name Employee Signature

_____

Date

_____

Witness Signature and Date

Midterm Evaluation ☐
Final Evaluation ☐
(Revised 1/7/2009)

# ASSISTANT ADMINISTRATOR EVALUATION FORM

**Assistant Administrator** _____ **Academy** _____ **Date** _____

## RATING SCALE

**S = Satisfactory I = Improvement Needed U = Unsatisfactory N = Not Applicable/Observed**

**Any I or U rating will be noted among the comments. Additionally, any U rating will require a Plan of Assistance**

---

**1. JOB PERFORMANCE**

| S | I | U | N |
|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ |

**Comments:**

---

**2. PERSONNEL**

| S | I | U | N |
|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ |

**Comments:**

---

**3. CURRICULAR & CO-CURRICULAR PROGRAMS**

| S | I | U | N |
|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ |

**Comments:**

---

**4. PHYSICALBUILDING**

| S | I | U | N |
|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ |

**Comments**

---

**5. FINANCE**

| S | I | U | N |
|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ |

**Comments:**

---

**6 STUDENTS**

| S | I | U | N |
|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ |

**Comments:**

---

**7 PARENTS/GUARDIANS**

| S | I | U | N |
|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ |

**Comments:**

---

**8 SCHOOL COMMUNITY**

| S | I | U | N |
|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ |

**Comments:**

---

**9 PROFESSIONALISM**

| S | I | U | N |
|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ |

**Comments:**

---

**OVERALL EVALUATION** **SATISFACTORY** ☐ **UNSATISFACTORY** ☐

**Additional Comments**

***Signature of Assistant Administrator** _____ **Date** _____

**Signature of Evaluator** _____ **Date** _____

***The Assistant Administrator's signature indicates neither approval nor disapproval. Within five (5) workdays after the above conference, the Assistant Administrator may file a written response to the evaluation with the Supervisor.**

# ATTACHMENT 9

*HOPE Academies*

# Accounting Policies and Procedures Manual
# Description of Internal Control Procedures

# *Accounting Policies and Procedures*

*Fiscal Management Overview*

The Signal Tree Academy South, Inc. strives to reflect sound economic and accounting policies in the operation of its School. The School believes that having established procedures and strong internal controls is an integral part of delivering its educational model and achieving its mission of serving at-risk youth.

The following specifically addresses the policies, procedures, and internal control practices the School will follow.

*Fiscal Management Procedures*

I. PAYROLL

The School and the Human Resources Department are responsible for monitoring the hiring of employees, authorizing salaries, initiating employment contracts and maintaining the staffing levels approved in the annual budget.

All approved employment contracts and other required employee data are entered into the payroll system and forwarded to the payroll department for processing on the pay dates. All contracts are paid equally over 24 pays and are pro-rated for varying dates of hire.

Before each pay, any changes (new hire, termination, pay increase, etc.) are forwarded by the School administration to the Human Resources department for review and entering into the personnel records. Approved changes are then forwarded to the payroll manager and reviewed for reasonableness prior to being given to the payroll processors.

The School is responsible for reporting staff absences and the use of substitute employees. Absentee reports are submitted on Friday of each pay period. These reports are submitted to the Human Resources department and are used to update employee leave balances. Leave taken without sufficient leave balances are docked from the employee's pay.

All insurances and other deductions are submitted to the Human Resources department on the required forms and maintained in the employee personnel file. Such deductions are made from the employees' pay once approved by the Human Resources department.

## II. PURCHASING

The Controller is responsible for assuring that all purchases against the assigned budget are appropriate and necessary.

The purchasing process is initiated when a School Administrator or their designee submits a purchase requisition request to the Purchasing Department. Once approved by the Purchasing Manager, a pre-numbered purchase order is generated and signed by the manager. The order is then placed directly with the specified vendor.

When required or appropriate, the School will follow and meet all of the requirements of the procurement laws as dictated in the Ohio Revised Code.

## III. RECEIVING

Once goods and services are received, the outstanding purchase order is then closed. This is done electronically and signals to the Accounts Payable Department that payment for the order is now authorized. A copy of the closed purchase order is printed and attached to the invoice at the time of payment.

## IV. ACCOUNTS PAYABLE

All vendor invoices are received and retained by the Finance Department. Once an invoice is received it is matched to the closed purchase order and reviewed for reasonableness or obvious errors. (Invoices are verified by checking extensions, footing, discounts and freight terms.) Once the documents are matched, the Accounts Payable clerk will assign the specific accounts that should be charged in relation to the type of expense incurred. The account distribution is verified and any necessary changes are noted on the invoice.

The invoices to be paid are then entered into the School's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the Controller. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the Controller approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the Accounts Payable clerk and presented to the Controller for a final review. Once approved, the check is then authorized for release.

No manual checks are authorized without the consent of the Controller.

All bank accounts are reconciled on a monthly basis by the Controller's assistant. The Controller then reviews and approves the completed reconciliation. Any necessary adjustments to the general ledger are made at the time of reconciliation.

## V. TRAVEL

Employees and Board Members of the School are entitled to reimbursement of business related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form (provided by the Finance Department) and completed with all the required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual and their immediate supervisor.

All employees/ Board members are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

Approved reports are submitted to the Accounts Payable group for processing.

## VI. CASH RECEIPTS

All monies received directly by the School are receipted on pre-numbered, 3-ply, receipts. The pre-numbered receipts prepared for monies collected must include the payer, date, amount, fund, receipt code and a description of payment. The person initiating the receipt will sign the receipt. The original receipt is given to the payer, a designated copy is forwarded to the Finance Department and the person initiating the receipt retains the third copy.

All cash collections are deposited into the appropriate bank account on a regular, if not daily, basis. All deposits are then recorded in the general ledger by the Finance Department.

**The majority of cash collections will be received electronically by the School's bank via EFT/ACH. Such deposits will be recorded to the general ledger at the time of receipt.**

## VII. ACCOUNTS RECEIVABLE

To the extent required, the Finance Department will generate invoices to outside entities/ agencies. Such invoices will be generated through the accounting system, reviewed by the Controller and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Finance Department will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system.

On a regular basis, no less than monthly, outstanding invoices left unpaid will be Reviewed for collectability by the Controller. Action to be taken on uncollectible accounts will be determined at that time based on the specific circumstances that may exist.

## VIII. INVESTMENTS

The School will maintain all monies and cash balances in an interest-bearing checking account. Interest generated on balances maintained is credited by the financial institution on a monthly basis. The amount of interest earned is receipted and recorded to the general ledger when the credit is received.

*Note: Initially, the School will not maintain any investments beyond interest bearing instruments available through its financial institution. At such time that the School is able to consider a more diverse investment strategy, a Board-approved Investment Policy will be put in place to specifically address the types of instruments the School will be invested in as permitted by law.*

## IX. FIXED ASSETS

The School will follow a policy of capitalizing individual assets costing greater than $5,000.

The School through the direction of the Finance Department will maintain a record of all assets meeting the criteria for capitalization and owned by the school in a fixed asset database.

The database shall include than the following information:

- Asset tag number
- Description
- Serial number (if available)
- Check number
- Acquisition date
- Location
- Estimated life

## IX. FIXED ASSETS (Continued)

All depreciation related to the maintaining of these assets will be calculated by the database.

At least annually, a physical inventory of the School will be performed by the Finance Department.

All requests for removal of surplus property, deletions and discards must be approved by the Board. All requests must be processed through the Finance Department. In no case should equipment be removed or discarded without prior authorization from the Board.

## X. GRANT PROGRAMS

All applications for supplemental grant funding through State and/or Federal sources require approval of the Board.

Upon receipt of an award notice, a budget document is prepared and submitted to the Controller for review and processing. New award budgets are presented to the School's governing board and then forwarded to the State Department of Education for approval.

Final approved budgets are returned to the Controller and are made part of the School's operating budget. The Finance Department/ Controller monitors grant award budgets. The program Coordinator acts as a control agent and is responsible for monitoring any specific compliance issues related to the grant.

## XI. MONTH END PROCEDURES

On a monthly basis, the Controller will produce a standard set of financial statements that will consist of no less than the following components:

Statement of Net Assets (Balance Sheet)
Statement of Changes in Net Assets (Income Statement)
Budget versus Actual Comparison
Check Register
Bank Reconciliation

These documents will be presented to the Board at the regularly scheduled meetings for approval.

# SIGNAL TREE ACADEMY SOUTH, INC.

## *Internal Control Policies and Procedures*

The Signal Tree Academy South, Inc. has established the following procedures to maintain internal control over all assets. The purpose for establishing internal control is to provide reasonable assurance that the school will accomplish its objectives of safeguarding assets, providing accurate financial information, promoting operational efficiency and ensuring compliance with laws, regulations and established school policies and procedures.

In order to provide a comprehensive description of the internal control practices the School will follow in the performance of its fiscal management procedures, an internal control checklist has been provided. See Appendix A.

Aside and apart from the major transaction cycles described in the checklist, the School also has internal control procedures in place to address the following two areas:

AUDIT

The School will receive an annual independent financial audit by a qualified auditing firm. The auditor will perform the audit in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards to determine whether the financial statements fairly present the financial position of the School, whether internal controls over financial reporting have been properly designed and implemented, and whether the School has complied with all applicable laws and regulations.

BUDGET

The School will prepare and adopt an annual budget. The Operating Budget is prepared under the direction of the Board and Controller.The final decision making authority with regard to budget issues rests with the Board with input from the Controller.

Increases, decreases and adjustments to the final operating budget throughout the year are presented to the Board for approval. Once approved, the change is recorded in the budget and the financial records of the School by the Controller. A revised budget is then issued and becomes the operating budget for the School.

At each regular meeting of the Board and upon close of each fiscal year, the Controller determines the actual results as compared to budget and presents the results to the Board.

*SIGNAL TREE ACADEMY SOUTH, INC.*

# Appendix A

*Internal Control Checklist*

GENERAL

1. Are accounting records kept up-to-date and balanced monthly?
2. Is a standard chart of accounts with descriptive titles in use?
3. Are adequate and timely reports prepared to insure control of operations?
    a. Daily reports
    b. Monthly financial statements
    c. Comparison of actual results with budget
    d. Cash and other projections
4. Does the owner/Board take an active interest in the financial affairs and reports available?
5. Are personal expenses kept separate from business expenses?
6. Are employees who are in a position of trust bonded?
7. Are director/employees required to take annual vacations and are their duties covered by another?
8. Are monthly bank reconciliations reviewed by owner/director?
9. Do employees appear to be technically competent?
10. Are job descriptions prepared?
11. Is there any separation of duties?
12. Is there utilization of machine accounting and/or EDP in the preparation of financial reports, accounts receivable, etc.?
13. Are Minutes up to date and complete?
14. Are governmental reporting requirements being complied with in a timely manner?
15. Is insurance maintained in all major cases and is this coverage reviewed periodically by a qualified individual?

PAYROLL

1. Is owner/director acquainted with all employees and does he or she approve all new hires and changes of pay rates?
2. Is there a folder for each employee that contains an employment application, W-4, authorizations for deductions, etc.?
3. Are there controls to prevent the payroll from being inflated without the knowledge of owner/director by fictitious employees or padded hours?
4. Does the owner/director sign all payroll checks?
5. Is the payroll bank reconciliation prepared by someone other than the bookkeeper?
6. Is the payroll paid from a separate interest bank account?

## CASH RECEIPTS

1. Is mail opened by director/owner or someone other than the bookkeeper?
2. Does the client have adequate documentation of cash receipts?
3. Are checks immediately endorsed for deposit only, deposited promptly and intact?
4. Are over-the-counter receipts controlled by cash register, prenumbered receipts, etc., and are these reviewed by owner/director?
5. Are checks returned by the bank followed up for subsequent disposition?

## ACCOUNTS RECEIVABLE

1. Are work orders, sales orders, shipping documents and invoices prenumbered and controlled?
2. Are sales invoices reviewed for price, terms, extensions and footings?
3. Is an aged trial balance prepared monthly, reconciled to the general ledger and reviewed by the owner/director?
4. Are monthly statements:
    a. Reviewed by owner/director?
    b. Mailed to all accounts?
    c. Are zero and credit balance statements mailed?
5. Are write-offs, credit memos and special terms approved by the owner/director?
6. Is there sufficient separation of the receipts function and the application of payments to the accounts receivable?
7. Are notes and other receivables under separate control?
8. Do adequate controls exist to assure receipts from miscellaneous sales (scrap, fixed assets, rents, vending machines, etc.)?

## ACCOUNTS PAYABLE, PURCHASES, DISBURSEMENTS

1. Are prenumbered purchase orders used and are these approved by owner/director?
2. Are competitive bids required above prescribed limits?
3. Are payments made from original invoices?
4. Are supplier statements compared with recorded liabilities?
5. Are all disbursements made by prenumbered checks?
6. Is the owner/director's signature required on all checks?
    a. Does owner/director sign checks only when they are accompanied by original supporting documentation?
    b. Is the documentation adequately cancelled to prevent reuse?
7. Is there evidence that the following items have been checked before invoices are paid?

    a. Prices, discounts, sales tax
    b. Extensions and footings
    c. Receipt of goods or services
    d. Account distribution
8. Are voided checks retained and accounted for?
9. Is there a petty cash fund?
    a. If so, is there a responsible employee designated as a custodian of the fund?

INVESTMENTS

1. Is there effective utilization of temporary excess funds?
2. Is income frominvestments accounted for periodically?

PROPERTY, PLANT & EQUIPMENT

1. Are there detailed and updated records to support general ledger totals for assets and accumulated depreciation?
2. Is the owner/Board acquainted with assets owned, and is approval required for sale or acquisition?
3. Are there physical safeguards against theft or loss of small tools and other highly portable equipment?
4. Is there a policy distinguishing capital and expense items?

FISCAL PLAN

Part I:
School Treasurer's License or Proof of
Required Training and Bond Fiscal
Services Agreement, if applicable

Part II: School
Fiscal Plan
(1 outline is to be made part of the contract as written)

The **School w**ill comply with ORC 3314.08 (J) (1) (a) (b) and Chapter 117

A. Sources of finding

Attached is the required five year budget plan of the **School** which specifies the sources of income and the school's anticipated expenses. Also attached are the Spending Plan and other financial information including the Per Pupil Expenditure worksheet per years of this contract, a copy of the financial Information Summary, and the CSADM Web Access form.

B. Program Audits

The **School** will submit documents for the financial reviews that will be conducted on a bi-monthly basis by the **Sponsor.**

C. Financial Audits

The **School** will cooperate with the State Auditor for audits of the **School** on a schedule to be determined by the Auditor. The **School** will provide copies of these audit reports to the sponsor**,** and as otherwise required by law.

D. Periodic cash flow statements

The fiscal officer will provide monthly cash flow statements to the **Governing Authority** and will make them available to the **Sponsor,** upon request, as a part of its monthly compiled financial statements.

E. Review of School Budgets

The **School's** budgets will be reviewed by the **Governing Authority** of the school on a monthly basis and in conjunction with the review of the monthly financial statements. Adjustments to budgets will be made only when a significant change occurs which would make previously approved budgets obsolete as a planning and review tool. Material variations from the budgets will be reported to the **Governing Authority** and explained, as they occur.

F. Coordination with Fiscal Officer of **Sponsor**

The fiscal officer of the School will coordinate with the school's sponsor by

communicating by telephone and through e- mail and other electronic means.

G . Accounting Procedures

Commit to the fact that the **School** uses the accrual method of accounting, following procedures which are in accordance with Generally Accepted Accounting Principles (GAAP), Government Accounting Standards and any other applicable requirements as set forth by law. Although the accounting/financial services provided by the **School** are on a cash basis, it employs the accrual basis for the records that it maintains on site.

H. Purchasing

Commit to the following - Purchases of all equipment, materials, supplies and furniture up to the amount of $500 per item will be made at the discretion of the Principal, in consultation with the Business Manager/fiscal officer within the guidelines of the approved budget. Any one item that exceeds $500 must be approved by the **Governing Authority** prior to commitment to purchase, or as soon thereafter as practical. The Board may subsequently ratify any such purchase if it deems such action to be reasonable and prudent.

I. Contracted Accounting Services

If this is the intention, the following language is offered as an example: The **School** will contract with for payroll processing, compilation of accounting reports and data entry to USAS and EMIS for financial purposes. The financial services include the following:

1. Bimonthly Payroll Service
   a. Payroll function, to include services similar to "ADP" or "Paychex" or the use of "QuickBooks" or similar accounting system. Prepare all quarterly and annual reporting, including W-2's. However, the **School** is ultimately responsible for payroll tax and retirement system compliance.

2. Financial Services
   a. Provide services whereby check stubs and receipts of the **School** are taken by the contractor, which then produces monthly financials in the format prescribed by the State of Ohio. All reporting would be compiled under the Uniform School Accounting System (USAS) and Uniform School Payroll System (USPS). This reporting is on a cash basis, fund accounting approach, and is fully integrated (i.e., once payroll, disbursements and receipts are input, the mandated reporting requirements such as the annual4502 and quarterly report submissions are practically an automatic function). The **School** will make classifications and basic information decisions, as these cannot be delegated. In addition, the **School** is responsible for student EMIS input and data for the 5-year forecast.

Part III:
ODE Financial Form and Budgets

1. School Profile FY2012
2. Current Five Year Forecast
3. Board Approved FY12 Budget (Spending Plan)
4. Vendor Information Form
5. W-9
6. Direct Deposit Authorization Form

FISCAL VIABILITY

The five year budget and financial plan for the School are included as an attachment. The budget assumptions are designed to be conservative and account almost for a worst case scenario. The amount used for per pupil funding in the initial budget year is equal to the current (FY12) state aid amount plus categorical funding. This is based on the expectation of a similar school enrollment wise that is managed by the same management company. In subsequent years, state aid funding increases due to the projected enrollment increases. This increase is a result of plans to build out more classrooms during the first year of operation. The amount of state aid per pupil funding is projected to remain constant at FY12 levels for the entire budget period. The School does realize that there is potential for the amount of per pupil funding to actually decrease in the coming years due to the state budget situation. The School feels that the relationship with the management company would shield them from any significant changes in the state aid funding because of the management agreement that is in place between the School and the Management Company. Since 96% of the state aid revenue would flow to the Management Company to fund operations the School's share of any cuts in school funding would be insignificant to the finances of the School.

Also included on the revenue side for the School is funding for Federal Programs. Again, the experience of the management company in operating very similar schools is the basis for this funding source. Although funding from Federal Programs is expected to increase in proportion to the increase in student enrollment each year, the majority of the School's first year allocation would be rolled over into the second year, due to the way that federal grants are disbursed to new schools.

The assumptions for the expense side of the five year operating budget are fairly straightforward. There would be no auditing expense in the first year, but after that the audit costs are based on experiences with a similar school. Each year after the first year, expenses are increased by 2% annually to reflect slightly higher costs. The biggest expense, Purchased Services: Management Fees is a set 96% of state aid funding to reflect the costs of the management agreement that will be in place. The same is true for Purchased Services: Grant Programs and the Food Service expense. Since these programs will be operated by the management company, the expenses of these programs will be equal to the revenue generated. Sponsorship Fees are assumed for this budget to be 1.5% of state aid. The remainder of the expenses in the budget is based on past experience operating similar schools.

It is clear that the School can begin to build a fund balance very quickly under these budget assumptions. As the School begins to build a fund balance more money could be allocated to Board of Education programs that the School could offer to supplement the educational programs of the management company. The School does not anticipate needing any additional funding sources outside of the state per pupil funding and federal grant funding in order to be financially viable.

**Operating Budget**
**Fiscal Years 2013-2017**
**Signal Tree Academy South, Inc.**

| | 2013 | 2014 | 2015 | 2016 | 2017 |
|---|---|---|---|---|---|
| ***Operating Revenues:*** | | | | | |
| State Aid | $ 1,809,288 | $ 1,809,288 | $ 1,809,288 | $ 1,809,288 | $ 1,809,288 |
| **Total Operating Revenue** | $ 1,809,288 | $ 1,809,288 | $ 1,809,288 | $ 1,809,288 | $ 1,809,288 |
| ***Operating Expenses:*** | | | | | |
| Purchased Services: Mgt Fees | $ 1,736,916 | $ 1,736,916 | $ 1,736,916 | $ 1,736,916 | $ 1,736,916 |
| Purchased Services: Grant Programs | $ 320,000 | $ 320,000 | $ 320,000 | $ 320,000 | $ 320,000 |
| Sponsorship Fees | $ 27,139 | $ 27,139 | $ 27,139 | $ 27,139 | $ 27,139 |
| Legal | $ 4,500 | $ 4,523 | $ 4,545 | $ 4,568 | $ 4,591 |
| Auditing & Accounting | $ 7,000 | $ 7,035 | $ 7,070 | $ 7,106 | $ 7,141 |
| Insurance | $ 9,500 | $ 9,548 | $ 9,595 | $ 9,643 | $ 9,691 |
| Board of Education | $ 1,500 | $ 1,508 | $ 1,515 | $ 1,523 | $ 1,530 |
| Advertising | $ 250 | $ 251 | $ 253 | $ 254 | $ 255 |
| Miscellaneous | $ 125 | $ 126 | $ 126 | $ 127 | $ 128 |
| **Total Operating Expenses** | $ 2,106,930 | $ 2,107,045 | $ 2,107,160 | $ 2,107,275 | $ 2,107,391 |
| ***Non-Operating Revenue*** | | | | | |
| Grants | $ 320,000 | $ 320,000 | $ 320,000 | $ 320,000 | $ 320,000 |
| Interest Income | $ 100 | $ 100 | $ 100 | $ 100 | $ 100 |
| **Total Non-Operating Revenue** | $ 320,100 | $ 320,100 | $ 320,100 | $ 320,100 | $ 320,100 |
| **Change in Net Assets** | $ 22,457 | $ 22,343 | $ 22,228 | $ 22,112 | $ 21,996 |
| **Unrestricted Net Assets, July 1** | $ - | $ 22,457 | $ 44,800 | $ 67,028 | $ 89,140 |
| **Unrestricted Net Assets, June 30** | $ 22,457 | $ 44,800 | $ 67,028 | $ 89,140 | $ 111,136 |

**Assumptions:**
Revenue is based on an FTE count of 250 each year.
The base per pupil amount used is $5,653 for FY2013, and remains the same throughout the remainder of the forecast.
Beginning with FY2014, expenses are increased by .5% each year unless an agreement dictates otherwise. Interest ramains constant each year.

IRN No. County:

## Signal Tree Academy South, Inc.

Statement of Receipts, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ending June 30, 2013 through 2017, Forecasted

| | Fiscal Year 2013 | Fiscal Year 2014 | Fiscal Year 2015 | Fiscal Year 2016 | Fiscal Year 2017 |
|---|---|---|---|---|---|
| **Operating Receipts** | | | | | |
| State Foundation Payments (3110, 3211) | $1,809,288 | $1,809,288 | $1,809,288 | $1,809,288 | $1,809,288 |
| Charges for Services (1500) | 0 | 0 | 0 | 0 | 0 |
| Fees (1600, 1700) | 0 | 0 | 0 | 0 | 0 |
| Other (1830, 1840, 1850, 1860, 1870, 1890) | 0 | 0 | 0 | 0 | 0 |
| **Total Operating Receipts** | 1,809,288 | 1,809,288 | 1,809,288 | 1,809,288 | 1,809,288 |
| **Operating Disbursements** | | | | | |
| 100 Salaries and Wages | 0 | 0 | 0 | 0 | 0 |
| 200 Employee Retirement and Insurance Benefits | 0 | 0 | 0 | 0 | 0 |
| 400 Purchased Services | 2,106,930 | 2,107,045 | 2,107,160 | 2,107,275 | 2,107,391 |
| 500 Supplies and Materials | 0 | 0 | 0 | 0 | 0 |
| 600 Capital Outlay -New | 0 | 0 | 0 | 0 | 0 |
| 700 Capital Outlay - Replacement | 0 | 0 | 0 | 0 | 0 |
| 800 Other | 0 | 0 | 0 | 0 | 0 |
| Total Operating Disbursements | 2,106,930 | 2,107,045 | 2,107,160 | 2,107,275 | 2,107,391 |
| Excess of Operating Receipts Over (Under) Operating Disbursements | (297,643) | (297,757) | (297,872) | (297,988) | (298,104) |
| **Nonoperating Receipts/(Disbursements)** | | | | | |
| Federal Grants (all 4000 except fund 532) | 320,000 | 320,000 | 320,000 | 320,000 | 320,000 |
| State Grants (3200, except 3211) | 0 | 0 | 0 | 0 | 0 |
| Donations (1820) | 0 | 0 | 0 | 0 | 0 |
| Interest Income (1400) | 100 | 100 | 100 | 100 | 100 |
| Debt Proceeds (1900) | 0 | 0 | 0 | 0 | 0 |
| Debt Principal Retirement | 0 | 0 | 0 | 0 | 0 |
| Interest and Fiscal Charges | 0 | 0 | 0 | 0 | 0 |
| Transfers - In | 0 | 0 | 0 | 0 | 0 |
| Transfers - Out | 0 | 0 | 0 | 0 | 0 |
| Total Nonoperating Revenues/(Expenses) | 320,100 | 320,100 | 320,100 | 320,100 | 320,100 |
| Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements | 22,457 | 22,343 | 22,228 | 22,112 | 21,996 |
| Fund Cash Balance Beginning of Fiscal Year | 0 | 22,457 | 44,800 | 67,028 | 89,140 |
| Fund Cash Balance End of Fiscal Year | $22,457 | $44,800 | $67,028 | $89,140 | $111,136 |

Assumptions
Revenue is based on an FTE count of 250 each year.
The base per pupil amount used is $5,653 for FY2013, and remains the same throughout the remainder of the forecast.
Beginning with FY2014, expenses are increased by .5% each year unless an agreement dictates otherwise. Interest ramains constant each year.

# Per Pupil Expenditure Worksheet

School Name: Signal Tree Academy South, Inc.

Sponsor:

IRN: County:

| A. Basic Formula | X | Estimated number of students | | = | Formula Total |
|---|---|---|---|---|---|
| $ 5,653.00 | X | 225 | | = | $ 1,271,925 |
| $ 5,653.00 | X | 25 | Kdg | = | $ 130,663 |

| | | |
|---|---|---|
| B. Estimated Revenue from PBA Family Services | = | $ 207,000 |
| C. Estimated Revenues from Special Education Weighted Funds | = | $ 91,000 |
| D. Sum of Estimated FY Annual Revenues | = | $ 1,700,588 |
| E. Total number of Students | | **250** |

Total Per Pupil Expenditure = Sum of Estimated FY Annual Revenues/ Total number of Students

Total Per Pupil Expenditure: **$ 6,802**

## PBA

| | | |
|---|---|---|
| Professional Development | $ | 3,000 |
| All Day Kdg | $ | 60,000 |
| Drop Out Prevention | $ | 21,000 |
| Classroom Opportunities | $ | 102,000 |
| Community Outreach | $ | 21,000 |
| **Total PBA** | **$** | **207,000** |

## Other Funding

| | | |
|---|---|---|
| Intervention Aid | $ | 88,000 |
| Special Ed | $ | 91,000 |
| CTA | $ | 7,700 |
| Parity Aid | $ | 13,000 |
| Grants | $ | 320,000 |
| **Total Other Funding** | **$** | **519,700** |

**Total Funding First Year $ 1,809,288**

EMPLOYER COPY

# State of Ohio

# Department of Education

5 Year School Treasurer License

*This License Awarded To:* **ANGELA M. NEELEY**

*License Number:* KU1039550 *Issue Date:* 04/18/2008

FROM: 01/01/2009 - 12/31/2013

*The holder of this credential having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subjects(s) or serve in the area(s) listed below for the period specified.*

School Treasurer

Susan Tave Zelman
Superintendent of Public Instruction

904097

Louis L. Staffilino
Associate Superintendent, Center for the Teaching Profession


# State of Ohio

# Department of Education

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School Treasurer

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904097

Louis L. Staffilino
Associate Superintendent, Center for the Teaching Profession

# ATTACHMENT 10

# BOARD POLICY MANUAL

2012-2013

GOVERNING AUTHORITY APPROVAL PENDING

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_____
Board President

_____
Adopted Date

_____
Resolution #

# CODE OF ETHICS / CONFLICT OF INTEREST POLICY

This Code of Ethics (the "Code of Ethics") has been unanimously adopted by the Board of Directors of the School (the "Non-Profit") and is intended to apply to the Corporation's directors, officers and employees.

## I. PURPOSE OF CODE OF ETHICS

The purpose of this Code of Ethics is to promote the honest and ethical conduct of the directors, officers and employees of the Corporation, including: (i) the ethical handling of actual or apparent conflicts of interest between personal and professional relationships; (ii) full, fair, accurate, timely and understandable disclosure in periodic reports required to be filed by the Corporation; (iii) compliance with all applicable governmental rules and regulations; (iv) prompt internal reporting of violations of this Code of Ethics; and, (v) accountability for adherence to this Code of Ethics. This Code of Ethics is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit and charitable corporations.

## II. CONFLICT OF INTEREST POLICY

1. Definitions.

Interested Person. Any director, officer, or employee of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

(a) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

(b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as loans, gifts or favors that are substantial in nature. Without limiting the generality of the foregoing, the receipt of gifts during any twelve-month period having a value or cost of $25 or more in the aggregate shall be considered substantial in nature.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

2. Procedures

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall thereupon determine, by a vote of seventy-five percent (75%) of the votes entitled to vote, whether the disclosure shows that a conflict of interest exists or can be reasonably construed to exist.

(c) Procedures for Addressing the Conflict of Interest.

(i) An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(ii) The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(iii) After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(iv) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflict of Interest Policy.

(i) If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.

(ii) If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.

(e) Prohibited Conflicts of Interest. The foregoing notwithstanding, the limitations specified below shall apply to all of the Corporation's directors, officers and employees, and any situation violating such limitations shall constitute a violation of this policy, not subject to waiver or approval by the board or otherwise:

(i) No person who is an officer or employee of a for-profit education management organization having a business relationship with the Corporation shall be a director of the Corporation during such relationship.

(ii) No person who is an officer or employee of a for-profit organization having a business relationship with the Corporation shall be a director of the Corporation during such relationship.

(iii) Directors, officers, or employees of any single organization shall hold no more than forty percent (40%) of total seats comprised by the Board.

(iii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

3. Records of Proceedings. The minutes of the board and all committees with board-delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

4. Compensation.

(a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

5. Statements of Understanding. Each director, officer and employee shall at the time of election, appointment or employment, and every anniversary thereof, sign a statement which affirms that such person:

(a) has received a copy of this Code of Ethics,

(b) has read and understands this Code of Ethics,

(c) has agreed to comply with this Code of Ethics, and

(d) understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

III. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter, the Corporation's Bylaws and all other laws, rules and regulations applicable to the Corporation's purposes and business. Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful. The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment. Directors, officers and employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.

(b) Whether partners and joint venture arrangements and arrangements with management services organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.

(c) Whether agreements to provide education and agreements with other employees and third parties further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

# Board of Directors
# Records Retention Policy

**Record Custodian**: The orderly acquisition, storage and retention of school records is essential for the overall efficient and effective operation of the Board and School. The Board of Directors has appointed record custodians to govern matters pertaining to Board and School records, their retention and disposal in accordance with ORC 149.41.

The record custodian's shall consist of the Board Counsel, the Board Treasurer and White Hat Management. The Record Custodians shall work together to ensure safekeeping of document under the retention periods for documents identifies below

**Retention Policy:** The BOARD OF DIRECTOR'S recognizes that it is essential to retain all documents necessary for the operation of its business, accounting records, tax returns, documents necessary for potential IRS inquiries and audits, and all documents that might be relevant in pending, imminent, or reasonably foreseeable investigations or litigation.

The BOARD also recognizes, however, that with the passage of time most documents no longer fall into any of these categories, and there is no business reason to incur the cost and administrative burden of storing these unnecessary documents.

Moreover, reducing the volume of retained documents lowers the cost and time required to retrieve documents that are important to BOARD's ongoing operations.

Therefore, the purpose of this policy is to reduce the high cost and administrative burden of storing an ever-increasing accumulation of documents that the BOARD no longer needs to conduct its business, and to reduce the cost of retrieving documents that are needed by the BOARD.

While minimum retention periods are suggested, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention identified above, as well as any other pertinent factors.

(a) Tax Records. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of deductions, business costs, accounting procedures, and other documents concerning the School's revenues. Tax records should be retained for at least six years from the date of filing the applicable return.

(b) Board Minutes and Board Materials. Meeting minutes should be retained in perpetuity in the Board's minute book. A clean copy of all Board and Board Committee materials should be kept for no less than three years by the Board.
Board Policy Books and Board, other adopted School Policies shall be maintained for no longer than one year after superceded. Board Agenda's shall be maintained until superceded Board audio tape of meeting shall be held for two years.

(c) Press Releases/Public Filings. The Board should retain permanent copies of all press releases and publicly filed documents under the theory that the Board

should have its own copy to test the accuracy of any document a member of the public can theoretically produce against that Board.

(d) Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.

(e) Marketing and Sales Documents. The Board should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.

(f) Contracts. Final, executed copies of all contracts entered into by the Board should be retained. The Board should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.

(g) Electronic Mail. E-mail that needs to be saved should be either:
(ii) printed in hard copy and kept in the appropriate file; or
(ii) downloaded to a computer file and kept electronically or on disk as a separate file.

(h) Student Records and Data, School and Employee Records and Other School Data. Records held by White Hat Management shall be retained for the relevant periods as defined by the Auditor of State and according to the attached School Record Retention Schedule as used by the State Auditor.

# PUBLIC PARTICIPATION

Oral communications from persons other than Board members on matters before the Board or of interest to the Board shall be encouraged within reasonable limitations and shall be received at regular Board meetings within and subject to the following procedures:

1. A Request to Speak Form shall be available at each Board meeting. The form shall provide for the person's name, address, the organization the person represents and the item(s) on which the person requests to speak. Facsimiles shall be accepted;

2. A Request to Speak Form shall be submitted to the Treasurer or any Board member prior to the convening of the Board meeting. The Treasurer shall organize the requests in chronological order according to the Board agenda. Items appropriately assigned to new or unfinished business shall be brought up at that time;

3. Unless otherwise permitted by the chair and agreed to by the Board, no person shall speak for more than three minutes and, at the prerogative of the chair, may be limited to one topic per meeting;

4. Unless otherwise permitted by the chair and agreed to by the Board, no more than three persons shall be permitted to speak on any single issue;

5. Any questions or suggested solutions pertaining to the quality of education in the district or other problems, which have not been resolved, shall be welcomed by the Board;

6. All persons speaking at any Board or committee meeting shall confine all their remarks to the issue(s) at hand. No person, so speaking, shall make any reference to personalities, shall make derogatory statements concerning any individual or organization or shall act in a disorderly manner. Any violation of this paragraph shall subject the speaker to immediate forfeiture of the floor and continued violation of this paragraph shall subject said person to expulsion from said meeting; and

7. Any recording equipment must be silent, unobtrusive, self-contained, self-powered and not interfere with the ability of others present to hear, see and participate in the proceedings.

Board Approved 1/29/2011

# REQUEST TO SPEAK FORM

Name:_____

Address:_____

City, State, Zip:_____

Phone:_____

Organization:_____

Subject matter you wish to speak about:_____

_____

Board Approved 1/29/2011

# Public Records Policy

## Introduction to Public Records

It is the Board of Directors' (the "Board") policy that openness leads to a better informed citizenry, which leads to better government and better public policy. It is the Board's policy to strictly adhere to the State of Ohio's Public Records Act.

## Public Records

### Section 1. Definition

The Board, in accordance with the Ohio Revised Code, defines records as any item that is kept by the Board that: (1) is stored on a fixed medium, (2) created, received, or sent by the Board, and (3) memorializes the organization, policies, decisions, operations or other activities of the Board. Records of the Board are public unless they are specifically exempt from disclosure under the Ohio Revised Code or federal law.

Records pertaining to an individual student and other confidential materials are not released for inspection. Only information deemed "directory information" may be released from an individual student's file, but only if (i) written consent of the parent, guardian, or custodian is obtained for a student who is less than eighteen years of age, or without the written consent of such student who is eighteen years of age or older, and (ii) the information will not be used in a profit-making plan or activity. "Directory information" includes a student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, date of graduation, and awards received.

### Section 1.1 Organization and Maintenance

It is the policy of the Board that, as required by Ohio law, records will be organized and maintained so that they are readily available for inspection and copying. Record retention schedules are to be updated regularly and posted prominently at the School.

## Public Records Requests & Responses

### Section 2. Evaluation of a Public Records Request

Each request for public records should be evaluated for a response using the following guidelines:

### Section 2.1 Method for Requesting Public Records

Although no specific language is required to make a request, the requester must at least identify the records requested with sufficient clarity to allow the public office to identify,

retrieve and review the records. If "directory information" is requested, the School will require the disclosure of the requester's identity and intended use of the directory information.

If a requester makes an ambiguous or overly broad request or has difficulty in making a request for copies or inspection of public records under this Policy such that the Board or its authorized designate responsible for the requested public record cannot reasonably identify what public records are being requested, the Board or its authorized designate responsible for the requested public record may deny the request. The Board or its authorized designate will then provide the requester with an opportunity to revise the request by informing the requester of the manner in which records are maintained by the Board and accessed in the ordinary course of the Board's duties.

**Section 2.2 Availability of Public Records for Inspection and Production of Copies**

Public records are to be available for inspection during regular business hours, with the exception of published holidays. Public records must be made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. "Prompt" and "reasonable" take into account the volume of records requested, the proximity of the location where the records are stored, and the necessity for any legal review of the records requested.

**Section 2.3 Time Constraints for Satisfying Public Records Requests**

Each request should be evaluated for an estimated length of time required to gather the records and have them reviewed by the Board's legal counsel, if necessary.

**Section 2.4 Estimated Cost**

The School will provide an estimate of any copy costs over $10.00 and seek approval from the requester before proceeding.

**Section 2.5 Denial of Public Records Requests**

If a request is ultimately denied, in part or in whole, the Board or its authorized designate responsible for the requested public record will provide the requester with an explanation, including legal authority, setting forth why the request was denied. If the initial request was provided in writing, the explanation also will be provided to the requester in writing.

**Costs for Obtaining Copies of Public Records**

**Section 3. Charges for Copies and Postage**

Those seeking public records will be charged only the actual cost of making copies, as follows:

**Section 3. Charges for Copies and Postage**

Those seeking public records will be charged only the actual cost of making copies, as follows:

**Section 3.1** The charge for paper copies is 10 cents per page.

**Section 3.2** The charge for downloaded computer files to a compact disc is $3 per disc.

**Section 3.3** There is no charge for documents e-mailed.

**Section 3.4** Requesters may ask that documents be mailed to them. They will be charged the actual cost of the postage and mailing supplies. The Board will not respond to more than 10 public records requests submitted by a single requester in a month when the requester has asked that the records be mailed unless the requestor certifies to the Board in writing that the requester does not intend to use or forward the requested records, or the information contained in them, for commercial purposes.

**Section 3.5.** Requesters must make payment for the copies of records prior to release of the records. Payment may be made in person or by mail.

**Section 3.6** Board records will not be copied for persons or entities that have outstanding balances for copies of records previously requested.

**Records Custodian**

**Section 4. School Records Custodian**

The Board designates the White Hat Management in conjunction with the School Leader or his or her designee as the School's Records Custodian.

**Publication of Policy**

**Section 5. Publication of Policy**

A poster describing the Public Records policy will be developed and posted in a conspicuous location in the School. The policy may be posted on the School's website.

# Media Relations Policy

## Media Relations

The Board of Directors respects the public's right to information and recognizes the value of positive media relations by supporting open, fair and honest communications. In order to develop and maintain positive media relations, the Board of Directors and the acting Superintendent, or White Hat Management ("Management Company"), desire to reasonably accommodate media requests for information and to provide accurate, reliable and timely information.

## Media Relations Contacts

The President of the Board will serve as spokesperson for the Board. All statements authorized to be made on behalf of the Board shall be made by the Board President, or if appropriate, by the Management Company, School Leader, or other designated representative.

The Management Company names its CEO, its President, its Vice Presidents and its Director of Marketing and Communications as Media Relations designees. When media representatives contact the School Leader, the School Leader may, as appropriate, relay the requests to the Board and Management Company designees.

## Media Relations Procedures

The Board of Directors and Management Company are partnering to ensure the School's success. Both parties are intimately involved in the business matters of the School; therefore, both parties are appropriate for media inquiry. Dependent upon the request, one party may be more aware of detail than the other, or if it is a specific School level question, the School Leader may be more knowledgeable of the situation.

1. When a media inquiry is received by School or Management Company staff, the request is forwarded to the Board President or above listed Management Company designees to be distributed or responded to by the appropriate party.
2. Media representatives are welcome at all Board meetings, as they are open to the public, and shall receive a copy of the meeting agenda upon attending.
3. Media representatives, like all other visitors, shall register immediately upon entering any school building or grounds when school is in session.
4. In order to protect the privacy and safety of students, a media representative who wishes to interview or photograph students on school grounds should first make arrangements with the School Leader.

## Media Communications Plan

In order to assist in developing strong relations with the media, the Board authorizes the Management Company to develop regular and ongoing practices for relaying proactive communications to the media. Said communications may include, but not be limited to,

information related to school programs and needs, student awards, school accomplishments, events of special interests, graduations, and issues facing charter schools.

**Crisis Communications Plan**

During a disturbance or crisis situation, the first priority of the Board, Management Company and School Staff is to assure the safety of the students and staff. However, the Board recognizes the need to provide timely and accurate information to parents/guardians and the community during a crisis. In a crisis situation, the Management Company will immediately make concerted efforts to contact the Board President. If the Board President is not accessible, the Management Company will contact the Board Legal Counsel to ensure interested parties are made aware of the situation in a timely fashion.

The Board also recognizes that the media have an important role to play in relaying this information to the public. In order to ensure that the media and School work together effectively, the Board authorizes the Management Company to develop a crisis plan to identify communication strategies to be taken in the event of a crisis.

## State and Federal Funding

**RESOLVED**, that the Board of Directors authorizes WHLS of Ohio, LLC or affiliate to prepare and submit grant applications on its behalf for all state and federal programs for which it is eligible including the following:

Title I (all sections)
Title II-A
Title II-D
Title III LEP
Title IV-A
Title V
IDEA-B
E-Tech Ohio Professional Development Grants
Ohio Department of Education Entry Year Teacher's Program

**FURTHER, BE IT RESOLVED**, that the Board of Directors appoints WHLS of Ohio, LLC or affiliate as its authorized representative for the purpose of grant submissions and subsequent administration. These grants will be managed in concert with the Board's designated Treasurer who must approve grant submissions as part of this process.

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**Summary of Title Programs**

**Title I - Part A: Improving the Academic Achievement of the Disadvantaged.**

**Schoolwide Programs**

An LEA (Local Educational Agency) may use Title I, Part A, funds together with other federal, state, and local funds to upgrade a school's entire educational program. A school that implements a schoolwide program must serve an attendance area in which at least 40 percent of the children are from low-income families or at least 40 percent of the children enrolled in the school are from low-income families. Title I, Part A, Section 1114, contains requirements.

**Targeted Assistance**

Targeted assistance services are provided to a select group of children - those identified as failing, or most at risk of failing, to meet the State Board of Education standards - rather than for overall school improvement, as in schoolwide programs.

The goal of a targeted assistance school is the same as a schoolwide program - to improve teaching and learning to enable Part A participants to meet the State Board of Education standards that all children are expected to master. In Ohio, Title-eligible schools are initially identified and funded as targeted assisted programs. After the first year of Title-eligibility, schools at or above the 40% low-income enrollment threshold may initiate a year-long research-based school reform process involving parental and community participation toward converting to a schoolwide program.

**Eligibility**

A major difference between schoolwide program schools and targeted assistance schools is the requirement that the latter may use Title I, Part A funds only for programs that provide services to eligible children identified as having the greatest need for special assistance.

**Title II-A – Improving Teacher Quality** funds are used for required activities of recruiting, hiring, retaining, professionally developing or advancing teachers. Priorities for the use of these funds are for those schools that have the lowest proportion of highly education teachers (HQT), have the largest class size or are identified for School Improvement under Title 1.

**Title II-D – Enhancing Education through Technology** –Twenty-five percent (25%) of Title II-D funds must be used for professional development in technology. The rest may be used for technology literacy, technology to support school reform, data analysis and management or performance measurement systems.

**Title III LEP- Language Instruction for Limited English – Proficient and Immigrant Students** funds must be used to increase the English Proficiency of LEP students and provide professional development.

**Title IV-A – Safe and Drug-Free Schools and Communities** became part of the NCLB Act of 2001. Funds may be used for programs or activities that prevent violence in and around schools, prevent illegal use of alcohol, tobacco, and drugs; that involve parents and communities in efforts to foster a safe and drug-free learning environment that supports student learning. It is a formula grant that targets resources where they are needed most – based on the relative amount received under Part A of Title 1 for the preceding year (60%) and based on enrollments (40%). The Ohio Department of Education will no longer fund D.A.R.E. programs as part of Title IV funding. D.A.R.E. does not meet the federal requirement set down for principles of effectiveness which states "Programs or activities must be based on scientifically based research demonstrating that the program to be used will reduce violence and illegal drug use."

**Title V – Innovative Programs** funds must be used for innovative programs which include Title II (Highly Qualified Teachers) professional development, materials and technology related to reform, dropout prevention, gifted programs, and community schools, among others.

**IDEA-B – Individuals with Disabilities Education Improvement** – funds are allocated to local education agencies (LEAs) to be used only to pay the excess cost of providing special education and related services to children with disabilities ages 3-21. These funds are to be used to supplement state, local and other federal funds and not to supplant those funds.

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**Summary of eTech Ohio Professional Development Grants**

eTech Ohio was created in July 2005 (*151 v H 66)* to merge the technology functions and support provided by the Ohio Educational Telecommunications Network Commission (OET) and the Ohio SchoolNet Commission (OSNC). The 13-member eTech Ohio Commission

includes nine voting members, comprised of the Director of the Office of Information Technology, the Superintendent of Public Instruction, and the Chancellor of the Board of Regents, or their designees, and six private citizens - four appointed by the Governor and two appointed by the President of the Senate and the Speaker of the House. Non-voting members include two House appointees (one each from the minority and majority parties) and two appointed by the Senate (one each from the minority and majority parties).

Ohio public schools, joint vocational schools, educational services centers, the Ohio School for the Blind, the Ohio School for the Deaf, the Ohio Department of Youth Services and community schools that have been in operation and serving students for at least one school year are eligible for eTech Professional Development Grants.

eTech Ohio's Professional Development Grant program provides funding to assist Ohio educational entities in making available instructional technology professional development that will provide teachers with the knowledge and skills needed to use instructional technology as a powerful teaching and learning tool and will provide administrators with the knowledge and skills needed to advance the adoption and effective use of educational technology in Ohio schools.

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**Summary of the Ohio Department of Education Entry-Year Teacher Program.**

Ohio's Entry-Year Teacher Program provides direct assistance to Ohio's beginning teachers. Teachers, counselors and principals who are new to their professions are subject to entry-year programs that strengthen and monitor their performance and progress. Beginning July 1, 2002, school districts, chartered community schools, and chartered non-public schools have been required to provide a formal, structured program of support, including mentoring, to all entry year teachers and principals. (Ohio Administrative Code 3301-24-04).

Each year the Ohio Department of Education makes available to school districts, chartered community schools, and chartered non-public schools an allocation of funds to help support Entry-Year Teacher support programs.

# Fixed Asset Policy

The Board of Trustees (Board) has issued the following Fixed Asset Accounting Policy in order to set forth the requirements for the identification, inventory and reporting of all property owned by the Board. The Board is ultimately responsible for assigned property and enforcement of the policy.

Fixed Assets to be Capitalized:

a. have a value of $5,000 or more
b. have a useful life of one year or more
c. must meet the definition of one of the major Asset Classes of Land, Buildings, Building Improvements, Furniture & Fixtures, Equipment, Computers & Software, or Construction-In-Progress (as set forth below)
d. must be of a tangible, distinguishable nature (possess unique physical substance)
e. are not repair parts, component parts or supplies, maintenance or service fees

## Asset Classes

### Land

Land is real property which generally includes both surface and content of the land. Land includes not only the original contract price, but also such related costs as liens assumed, legal and title fees and surveying. Land acquired through forfeiture is capitalized at the total amount of all tax liens and other claims surrendered (i.e. cost of acquiring ownership and perfecting title). Land acquired through donations is valued at the appraised fair market value at the date of acquisition. Appraisal costs are not capitalized.

Land records should include the parcel number and or the lot, book and tract, as well as an identification of use and location.

### Buildings

Buildings are real property consisting of structures erected above or below the ground for the purpose of sheltering persons or property. Building costs include construction and purchase costs and the cost of all fixtures permanently attached and made part of the building. For constructed buildings, costs include contractor payments, in-house labor costs, attorney fees, insurance during construction, architectural fees and similar types of costs.

Building records should include a quantitative and qualitative description of each structure segregating where possible the structure shell from the mechanical, roofing, electrical, plumbing, cafeteria and built-ins. The latter assets may be replaced several times during the life of the structure shell. Segregations of these costs will ease accountability for replacing or improving the component parts and avoid pyramiding the asset valuation.

**Building Improvements**

Building improvements consist of additions, improvements and replacements made to existing buildings. Building improvements increase the service potential of the building; they expand area, increase safety, improve climate control, extend the useful life of the structure or improve handicapped accessibility with the building. A building improvement must have a significant impact and be a material amount ($2,500 or more) in order to be capitalized. Building improvement costs include construction costs, contractor payments, engineering costs and other costs required to place the improvement in its finished state. Building improvements are capitalized and depreciated separately from buildings.

**Furniture & Fixture**

Furniture & Fixtures are defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: standard classroom furniture and office furniture.

**Equipment**

Equipment is defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: business machines, compressors, power tools.

**Computers & Software**

Computers & Software are defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.).

**Construction-In-Progress**

Construction in progress is used for the temporary segregation and accounting of expenditures related to the construction or improvement of capital assets. Expenditures include construction costs, including costs held for retainage, architect, engineer and permit fees, equipment in storage, interest costs applicable to the period of construction and other costs required to finish the project. Construction in Progress should not be depreciated and should be shown separately on the Balance Sheet with other non-depreciable assets such as land and permanent land improvements.

**Used Equipment**

When the Board acquires used equipment the following requirements must be adhered to:

1. The invoice must specify "Used" as appropriate.
2. The acquisition cost, as noted on the invoice, will determine original cost-value.
3. For determining useful life, one-half of a similar new asset useful life will be used.

**Federal Program Property**

All acquisitions of federal property must be placed into the Board's inventory, consistent with the above capitalization requirements. In addition, all federal property must be appropriately tagged with the grant name and year, ex: "Title I FY2002".

Publications detailing Capital Asset federal grant regulations:

OMB Circular A-87
OMB Circular A-102
OMB Circular A-110
OMB Circular A-21

## Depreciation

Depreciation is required for the Board's capital assets. Depreciation is calculated using the Straight-Line Method. The Board calculates depreciation on all capital assets reported in the Board's financial statements other than land, permanent improvements to land and construction-in-progress.

Pro-Rate convention states that fixed assets are acquired throughout an accounting period and, likewise are disposed of throughout an accounting period. The decision as to when depreciation begins or ends is as follows:

Depreciation commences in the month of acquisition and the Book Value is removed in the year of disposal.

The "Book Value" is the original cost less accumulated depreciation.

## Useful Lives

Useful lives of fixed assets are expressed in terms of the probable years of service. The Board has established the following categories of useful lives for its capital assets:

| | |
|---|---|
| Land Improvements | 10 years |
| Buildings & Additions | 20 years |
| Building Improvements | 20 years |
| Furniture, Fixtures, and Equipment | 5 years |
| Computers | 3 years |
| Software | 3 years |

**Fixed Asset System Maintenance**

1. Initial identification of qualified fixed assets.
2. Maintaining the data records as required.
3. Assignment of actual cost, useful life and other required information.
4. Determining Book Value for authorized sale items.
5. Initiating the annual physical inventory process.

Management Company Responsibilities

The Board has delegated to the management company the following responsibilities:

1. Ensuring all disposition forms are processed as required in a timely manner.
2. Ensuring that, where necessary, proper reporting of stolen items is communicated.
3. Ensuring an accurate annual inventory be conducted and reported.

**Physical Inventory of Fixed Assets**

A periodic physical inventory of fixed assets is necessary for accountability and control. The inventory confirms or refutes the reliability of the property management system.

The inventory taking process is initiated by the Board to:

1. Confirm and validate fixed asset records and/or
2. Comply with legal, auditing/reporting and insurance requirements.

Inventories should take place on a periodic basis (preferably near the fiscal year end), especially for furniture, fixture and equipment characterized as movable.

The actual comparison is the responsibility of the management company. The management company will forward the completed report and a copy of the inventory to the Board for final review and comparison semi-annually.

If a comparison indicates a problem exists or is beginning to develop, additional steps should be taken. These steps may include strengthening current controls to insure all purchases and disposals are recorded, tracking assets not on the listed location to determine if they are improperly recorded elsewhere, retraining inventory takers and/or departments to adhere to fixed asset policies, etc. It is important to follow up on any problem identified to insure it has been corrected.

**Tagging of Assets**

The Management Company shall be responsible for the placement of tags identifying proper Board ownership of all assets purchased at a cost in excess of $5,000.

# TRAVEL POLICY

The Board of Directors (the "Board") for the School has resolved to establish the following procedures and standards for the handling of travel and transportation expenses of all Board Members (the "Directors").

Any Director traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes (taking a round-about or lengthy route), delays or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable under this policy. Directors will be responsible for any unauthorized costs and expenses incurred for personal preference or convenience.

Prior approval for any travel, aside from travel to and from Board or Committee Meetings, must be obtained by properly completing the Travel Expense Reimbursement Report, in the form attached hereto as Exhibit A, with the Board Treasurer. If a Director travels without having prior approval of the travel, the request for reimbursement of expense may be denied.

## I. COST STANDARDS

1. Transportation
    a. Common Carrier- Travel by air, rail or bus must be at the lowest and best available rate.
    b. Private Car- Reimbursement will be at the current IRS rate.
    c. Mileage is payable to only one of two or more employees traveling on the same trip and in the same vehicle.
    d. Costs resulting from parking and traffic violations are not reimbursable.
    e. Use of a rental car is not reimbursable unless identified on the Part I request and pre-approved by the Board President and Board Treasurer. The Board will only reimburse at the mid-sized sedan rental rate unless otherwise approved (e.g., van for seven people).

2. Hotel:
    a. A single room is the standard for reimbursement. A detailed original bill showing payment must be submitted for reimbursement. If the hotel/motel bill does not show payment, other proof of payment must be provided. Extra charges on the hotel bill will be reviewed for propriety. Telephone calls of a business nature must be identified for reimbursement.

b. Safe arrival call- on extended travel (at least one night away from home), the Director will be allowed one safe arrival telephone call to his/her place of choice, not to exceed five dollars ($5.00) (including hotel charges, if any) upon submission of documentation. The Director should identify the safe arrival call on the hotel bill in order to be reimbursed.

3. Meals:

a. Meals and incidentals will be paid at the IRS maximum per diem rate (See IRS Publication 1542, revised April 2010) for overnight non-local travel. No increased meal allowances are permitted. Use of meal and incidental allowance for purchase of alcohol is prohibited. Incidentals are expenses for laundry, cleaning and pressing of clothing and fees and tips for services, such as for porters, waitresses/waiters, and baggage carriers. The Director will be responsible for expenses above and beyond the per diem amount.

b. Meals that are part of seminar costs (normally paid as a registration fee) will not be additionally reimbursed. Meals included as part of your registration fees should be detailed on the registration form included with your Travel Expense Reimbursement Report. If meals are included as part of registration, you will not be reimbursed for a meal purchased during the time when the seminar is providing a meal. Continental breakfasts will not be considered a meal.

c. Meals paid for locally will only be reimbursed if they are part of a seminar or training registration or incurred while conducting business (i.e., lunch meeting with consultants). Locally is considered within 30 miles of the worksite.

4. Miscellaneous Expenses:

a. Expenses incurred for fax copies, storage of baggage, telephone calls on official business, and rental of equipment for temporary meetings or office facilities necessary for the conduct of official business may be reimbursed. Such items must be itemized, receipted, and explained.

b. Parking, bridge, highway and tunnel tolls, taxi fares, bus fares, etc. are reimbursable items if accompanied by original receipts.
Any receipt that appears to be altered will not be reimbursed.

# CREDIT CARD USE POLICY

## I. General

A credit card account has been established to meet the daily needs of the School's Board of Directors for incidental purposes, as listed below under "Section II: Intended Use". Upon receipt of original itemized documentation, credit card expenditures will be paid through the Board of Director's bank account.

## II. Intended Use

This card is intended for incidental use authorized by the Board President only, on behalf of the Board of Directors. Normal use of the card would include purchases for academic and scholastic use, as well as Board development. The card is not intended for purchases of equipment, items not directly related to the School's educational mission, or for legal and/or consultant fees. The credit card is issued in the name of the Board President and will remain the sole property of the School's Board of Directors.

Expenditures shall be less than the assigned credit limit of the credit card. Additional specific spending limits on particular purchases may be implemented by the Board as deemed necessary and attached hereto as an amendment to this policy.

## III. Sales Tax

The Board of Directors is a nonprofit entity under IRC Section 501(c)(3) and thus sales tax exemption forms shall therefore be utilized when such forms are available.

## IV. Reconciliation and Documentation

Reconciliation and payment of the credit card account shall occur upon receipt of the statement.

Proper logs and documentation shall be maintained by the Board Fiscal Officer, and made available for audit. Proper documentation shall include:

a. Original itemized paid receipt indicating the date, amount, vendor, and description;

b. Packaging slip or receiving information (if appropriate);

c. Account to be charged;

d. Individual initiating the transaction

The Board Fiscal Officer will verify that the documentation is in order, and if so, process a check to make payment on the account. All payments shall be made from the Board

Account of the School to which the incurred charges relate. Failure to submit an original itemized receipt for any purchases made on the Board credit card shall result in rejection of payment for any and all charges not properly documented. The Board Member responsible for said purchase will then be held responsible for the incurred charges.

**V. Accountability**

The Board of Directors and the Fiscal Officer are responsible for the supervision, distribution, use, and documentation of the credit card. The credit card is issued as a privilege and convenience to the Board of Directors.

**VI. Annual Review**

The Credit Card Use Policy shall be reviewed by the Board of Directors. Said Policy may be revised and/or amended to reflect any necessary provisions the Board of Directors deems appropriate or necessary. A resolution shall be passed by the Board of Directors to acknowledge the acceptance of these credit card guidelines.

# Investment Policy

The purpose of this Investment Policy ("Policy") is to establish the philosophy and investment objectives of the Board of Directors of the School and applies to the investment of all unrestricted funds available to the Board. The School's investment program shall be operated in conformance with all applicable federal, state, and other legal requirements.

## I. PRIMARY OBJECTIVES

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

### A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

#### 1. Credit Risk

The Board will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the types of securities in this Investment Policy.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the Board will do business

#### 2. Interest Rate Risk

The Board will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in the market interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy

### B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

C. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal
- A security swap would improve the quality, yield, or target duration in the portfolio
- Liquidity needs of the portfolio require that the security be sold

## II. THE FINANCE COMMITTEE

The Finance Committee of the Board of Directors is responsible for carrying out the investment strategy of the Board including, but not limited to, selecting investment managers if needed, reviewing the investment strategies of investment managers, determining asset allocations, monitoring investment performance, setting standards for portfolio rebalancing and the like. The finance committee is also responsible for the yearly review of the Investment Policy in order to evaluate whether the current investment needs are being met. Upon the recommendation of the Finance Committee, the Board may authorize the delegation of discretionary investment responsibility to the school treasurer, board accountant, and/or independent professional investment management firms (Collectively, "Investment Managers"). Subject to Board investment policies as outlined in this document and standards of fiduciary prudence, this discretionary responsibility includes the execution of day-to-day investment functions by responding to this Policy and the Finance Committee's recommendations as to asset mix, portfolio diversification and rebalancing, liquidity, market volatility, and management style. In addition, the investment managers are responsible for specific investment decisions with regard to security selection, timing and execution.

## III. PERMITTED INVESTMENTS

The following investments will be permitted by this Policy and are those defined by State and local law where applicable:

- Certificates of deposit and other evidences of deposit at financial institutions
- Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities
- Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation

Alternate investments may be permitted only through amendment to this policy by the Board of Directors.

## IV. PROHIBITED INVESTMENTS

Without prior approval of the Board and proven due diligence, the Investment Managers are prohibited from investments in the following:

- Fixed Income securities not denominated in U.S. Dollars or Eurodollars
- Venture Capital
- Guaranteed Insurance Contracts
- Commodities
- Precious Metals or Gems
- Options, futures, or any contract whose value is derived from the price of an underlying asset or index (Derivatives)
- Short-selling and other hedging strategies
- Private Placements or "restricted" stock
- No investments in securities deemed to be in violation of prohibited transaction standards of ERISA.

## V. RESPONSIBILITES AND CONTROLS

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence would use in the management of their own affairs, not for speculation, but for investment purposes, considering first the safety of their capital, then the probable income to be derived. Investment Managers, acting in accordance with this investment policy while exercising due diligence, shall be relieved of personal responsibility provided appropriate action is taken to prevent and control adverse developments. Investment Managers shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

Investment Managers shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Managers shall disclose to the Finance Committee any material financial interests in financial institutions that conduct business within the School, and they shall further disclose any personal financial/investment positions that could be related to the performance of the School's portfolio. Investment Managers shall refrain from undertaking personal investment transactions with the same individuals with whom business is conducted on behalf of their entity.

The Finance Committee shall establish a system of internal controls, which are subject to audit. Such audits may result in recommendations to change operating procedures to improve internal controls. Controls shall be designed to protect against loss of public funds due to fraud, error, misrepresentation or imprudent actions.

At least quarterly, the Investment Managers will provide to the Finance Committee and the Board of Directors a complete listing of the composite portfolios, including income and disbursements, to serve as an operating statement. The portfolio will be monitored on a continual basis relative to these investment objectives, to investment risk as measured by asset concentrations, exposure to extreme economic conditions and to market volatility. The Investment Manager's activity will be reviewed by the Finance Committee on an annual basis. The Board may require Investment Managers to attend Board meetings or Committee Meetings for reporting. The Investment Managers will be reviewed on an ongoing basis and will be evaluated based upon their performance in accordance with this policy.

# Board Stipend Policy

Ohio Revised Code 3314.025 directs the School's Operator to pay stipends to the board of directors.

The school's Operator is "WHLS of Ohio, LLC," d/b/a "White Hat Management."

The Ohio Revised Code §3314.02(E)(2) limits the number of community school boards a person may serve on at the same time to two.

Franklin County Common Pleas Court held that the Ohio Revised Code §3314.02(E)(2) is to be applied prospectively and upon expiration of any of the parties terms, such party shall resign from all Boards upon which they are members until said person remained on only two community school boards.

ORC §3314.025 was not challenged in the aforementioned lawsuit. Pursuant to §3314.025, board members are entitled to a maximum stipend of $250.00 if the board member serves on the maximum two boards. If a board member serves on only one board, such board member may only receive the maximum stipend of $125.00 per month.

The Board directs that WHM shall compensate board members in attendance at the Board of Director's meetings within ten business days after receipt of the Board's Attendance Sheet from the Board's Secretary.

All stipend checks issued by WHM to board members shall indicate the fact that the check is for the "Board of Director's Meeting" and shall specify the date and the name of the school for which the stipend check is being issued.

Board Approved 1/29/2011

# Board Meeting Notification Policy

Notice of all meetings of the Board and Board appointed committees is given pursuant to the following.

**Regular Meetings**
A Notice of the time and place of the Board's regularly scheduled meetings is posted at the School. In addition, the School will post a legal notice in the in a newspaper of general circulation 24 hours in advance of the meeting.

**Special Meeting**
A special meeting may be called by the Board President or a majority of members of the board by serving written notice of the time and place of the meeting upon each Board Member at least 24 hours before the date of the meeting. A notice of the time and place of the Board's special meeting will be posted in the School as soon as practical after such meeting is called. In addition, when possible the School will post a legal notice in the local newspaper of general circulation 24 hours in advance of the meeting or on the day of the meeting.

**Emergency Meetings**
In the event of an emergency, the School will post a notice of the time, place, and purpose of the meeting.

**Cancellations**
Occasionally, regular or special meetings of the Board must be cancelled. Meetings can be cancelled for any reason. When a meeting is to be canceled, notice of cancellation is to be prominently posted at the meeting site. This notice includes the new date of a rescheduled meeting, if possible.

**Advanced Notification**
The public may, upon request, obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. Provisions for advance notification may include, but are not limited to, mailing the agenda of the meeting to all subscribers on a mailing list or mailing notices in self-addressed stamped, envelopes provided by the person. The charge for paper copies is 5 cents per page. There is no charge for electronic notification.

# Board Attendance Policy

**Purpose**
This policy is intended to support full contribution of all Board Members. If this policy should contradict the provisions set forth in the Articles of Incorporation or the Code of Regulations, the Articles or Code would supersede this policy. All Board Members receive a copy of this official policy. The policy is reviewed once a year at the annual meeting and maintained in Board's Corporate Records Book. The policy has been reviewed and authorized by the Board (see signature, resolution number, and date approved below).

**Definition of a Board Attendance Problem**
A Board-attendance problem occurs if either of the following conditions exists in regard to a Board Member's attendance to Board meetings:

1. The Member has two un-notified absences in a row ("un-notified" means the Member did not call ahead to either the Board Chair or Board Liaison before the upcoming meeting to indicate they would be absent from said meeting).

2. The Member has three notified absences in a row.

3. The member misses one third of the total number of Board meetings in a twelve-month period.

**Response to a Board-Attendance Problem**
If a Board-attendance problem exists regarding a Member, the Board Chair, or designee, will promptly notify the sponsor of the issue. The Chair will also contact the Member to discuss the problem. The Member's response will promptly be shared by the Chair, or designee, with the entire Board at the next Board meeting. In that meeting, the Board will decide what actions to take regarding the Board Member's future membership on the Board.

The Governing Board, retaining the right to terminate members for any reason, as a whole will then decide the action to take place regarding the Board Member's future association with the Board.

If the Board Member is removed consistent with the provisions outlined in The Code of Regulations, the Board will promptly initiate a process to recruit a new Board Member.

**Board Termination Policy**
The Board Chair will call the Member with the Board-attendance problem and notify him or her of the Board's decision to terminate the Member's membership per the terms of the Board Attendance Policy.

The Chair will request a letter of resignation from the Member to be received within the next two weeks. The Board will vote regarding acceptance of the Member's resignation letter at the next Board meeting.



2007
GOVERNING AUTHORITY APPROVAL PENDING

# Academic Prevention/Intervention Policy

In accordance with Section 3313.6012 of the Revised Code, the Board of Directors (the "Board") of the School adopts this Academic Prevention/Intervention Policy (the "Policy"), as more fully detailed below, in order to address prevention and intervention services for all grades and students within the School.

## I. DIAGNOSTIC ASSESSMENTS

The School shall assess student achievement and needs in all program areas in compliance with State law, the rules adopted by the State Board of Education and the Charter Contract. The purpose of such assessments will be to determine the progress of students and to assist them in attaining student performance objectives and the educational achievement goals of the School.

## II. STATE-REQUIRED TESTS

The School shall administer all State-mandated tests to students at the times designated by the State Board of Education. "Achievement tests" for purpose of this Policy are defined as those aligned with the Ohio academic content standards and model curriculum, designed to measure a student's level of skill in a specific subject area that is expected at the end of a designated grade and/or is required as part of the Ohio graduation requirement. The School will administer the Ohio graduation tests, if applicable, as required by Section 3301.0710 of the Revised Code and at times designed by Section 3301.711 of the Revised Code.

"Diagnostic assessments" for purposes of this Policy are defined as those aligned with Ohio academic content standards and model curriculum, designed to measure student comprehension of academic content and mastery of related skills for a relevant subject area at each grade level, kindergarten through three. The School will administer diagnostic assessments pursuant to Section 3301.0715 of the Revised Code.

All statewide tests shall be administered in accordance with Rules 3301-13-01 and according to procedures outline in 3301-13-02 of the Ohio Administrative Code.

In addition to achievement tests and diagnostic assessments, staff members will assess the academic achievement and learning needs of each student. Procedures for such assessments may include, by illustration but not limitation, teacher observation techniques, cumulative student records, and/or student performance data collected through standard testing programs.

Any student receiving special education services may be excused from taking any particular test required if the individualized education program ("IEP") developed for the student excuses the student from taking that test and instead specifies that an alternative assessment method be used. The Alternative Assessment for Student with Disability ("AASWD") is approved by the Department of Education to evaluate the performance of students with the most significant cognitive disabilities for whom regular assessments, even with

accommodations, are not appropriate. In general, the IEP shall not excuse the student from taking a test unless no reasonable accommodation can be made to enable the student to take the test. In that case, the school shall use AASWD to test students needing an alternate form of assessment.

The School shall not use any student's failure to attain a specified score on any State-mandated test as a factor in any decision to deny the student promotion to a higher grade level, except as provided by law, such as with testing involving fourth grade reading capabilities.

## III. INTERVENTION SERVICES

In accordance with this Policy, the School shall provide prevention/intervention services in pertinent subject areas to students who score below the proficient level on a reading, writing, mathematics, social studies or science achievement test who do not demonstrate academic performance at their grade level based on the results of a diagnostic assessment. Intervention services will be commensurate with the student's test performance in each such test area including prevention, intervention, or remediation. Such prevention, intervention or remediation programs may include, by way of illustration, remedial program content, one-on-one teacher/student interaction, computer-assisted remedial course material, student-specific tutoring intervention and/or small group interaction.

During the school year following the year in which the tests prescribed by R.C. 3301.0710(A) (1) are administered to any student, the Board shall provide appropriate intervention services, commensurate with the student's test performance, including any intensive prevention, intervention, or remediation required under R.C. 3301.0711, 3301.0715, 3313.608 or R.C. 3313.6012, in any skill in which the student failed to demonstrate at least a score of proficient level on an achievement test.

For each student required to be offered intervention services, the School may involve the student's parent or guardian and classroom teacher in developing the intervention strategy, and shall offer to the parent or guardian the opportunity to be involved in the intervention services.

## IV. FOURTH GRADE READING CAPABILTIES

The School shall administer the required achievement tests designed to measure skills in reading expected at the end of third grade. For any student who attains a score designated "limited level of skill," the school shall do one of the following:

(1) Promote the student to fourth grade if the student's principal and reading teacher agree that other evaluations of the student's skill in reading demonstrate that the student is academically prepared to be promoted to fourth grade;

(2) Promote the student to fourth grade but provide the student with intensive intervention services in fourth grade;

(3) Retain the student in third grade.

To assist students in meeting this "third grade guarantee", the School shall assess the reading skills of each student at the end of first and second grade and identify students who are reading below their grade level. Students' classroom teachers are required to be involved in the assessment and the identification of students reading below grade level.

The School shall notify the parent or guardian of each student whose reading skills are below grade level and provide intervention services to each student reading below grade level. Such intervention services shall include instruction in systematic phonetics aligned with rules adopted by the State Board of Education.

For each student entering fourth grade who does not score at least a "proficient level of skill" on the reading achievement administered at the end of third grade, the School may also offer remediation services during the summer following third grade. For each student required to be offered intervention services, the School may involve the student's parent or guardian and classroom teacher in developing the intervention strategy, and may offer to the parent or guardian the opportunity to be involved in the intervention services.

## V. PROCEDURES FOR THE REGULAR COLLECTION OF STUDENT PERFORMANCE DATA

The School shall develop procedures for the regular collection of student performance data; a plan for the design of classroom-based intervention services to meet the instructional needs of individual students as determined by the results of diagnostic assessments; and procedures for using student performance data to evaluate the effectiveness of intervention services and, if necessary, to modify such services.

The School shall keep records for each student including the following:

A. A unique State student identification code or a student data verification code as required in accordance with R.C. 3301.0714(D)(2);

B. A list or designation of which tests are required and which tests are not required;

C. A list or designation of which tests, required or not required, are taken and which are not taken at each test administration period;

D. Score for each test taken;

E. Whether each student attained the requisite performance standard designated for each required test;

F. What if any tests must still be taken;

G. Whether or not intervention must be provided; and

H. For each test required for graduation, the date passed must be recorded on the student's transcript. No information shall be on the student's transcript for a test not passed. When a student who has taken State-mandated tests in one (1) school leaves that school to enroll in another school, the school previously attended shall provide, immediately upon request by a school official from the enrolling school, all applicable records set forth above.

## VI. PROCEDURES FOR USING STUDENT PERFORMANCE DATA TO EVALUATE THE EFFECTIVENESS OF INTERVENTION SERVICES AND, IF NECESSARY, TO MODIFY SUCH SERVICES.

The School shall utilize diagnostic and performance assessments that are nationally-normed and aligned with State-standards to measure student performance data. Data will be collected to determine student performance in reading, math, language arts and life sciences and the effectiveness of intervention services.

The student performance will be measured after each diagnostic and performance assessments and compared with previous assessments to determine gains in each relevant subject category. Intervention and remediation programs may include by way of illustration, one-on-one tutoring, computer-assisted remedial curriculum, small group intervention and/or one-on-one student/teacher interaction will be employed. Subsequent diagnostic and performance assessments will be employed after implementation of intervention and remediation programs to determine efficacy and effectiveness of such programs.

This policy shall be reviewed annually.

# Complaint Form

**Name:** _____ **Date:** _____

**Address:** _____

_____

**Phone:** _____

**Alternate Phone:** _____

**Email Address:** _____

**School:** _____

**Complaint:**

_____

_____

_____

_____

**Person who took complaint form:** _____

**Date:** _____

# COMPLAINT POLICY AND PROCEDURE

The Board of Directors ("Board") and White Hat Management believe that complaints from parents or other members of the community should be addressed thoroughly and completely. The people involved should treat one another with the highest level of respect and dignity. Complaints are best resolved where the issue originated, typically with the teacher.

1. Initially, complaints shall be addressed formally or informally with the school teacher. Complaints must be made in a civil/respectful manner in order to be considered by school personnel. Where appropriate, the complaint should be documented by the person taking the complaint. The teacher should work with the Complainant to resolve the issue in a timely, professional and courteous manner. The efforts used to resolve the complaint and the outcome should be noted on the form. Allegations involving illegalities should be reported immediately to the Administrator, White Hat's Representative(s) and White Hat's and the Board's legal counsel.

2. Complaints unresolved through parent/teacher communication or complaints involving teachers or staff members should be in writing as noted in 1. above, and directed to the Administrator. The Administrator shall investigate and attempt to resolve the issue in a fair and timely manner. The outcome should be noted on the form and further documented by letter or email as appropriate under the circumstances. If the Administrator cannot resolve the issue, the complaint (with documented history of preceding steps) is forwarded in written form to the White Hat Representative(s).

3. The White Hat Representative(s) shall conduct an independent investigation by contacting all persons involved. The outcome of the investigation should be noted on the form and further documented by letter or email as appropriate under the circumstances. If the White Hat Representative(s) cannot resolve the issue, the complaint (with documented history of preceding steps) shall be forwarded to the Sponsor Representative assigned to the school and the Board's designated representative, typically the Board's attorney. The designated representative shall conduct an investigation by contacting all parties involved and report the results to the Board, White Hat Management, and the Sponsor. The Board shall inform the Complainant, and any other necessary parties about the results of its investigation. The Complainant may address the Board during the Public Comment period at a Board meeting. Where appropriate, it should also be slated as an item for report

on the Board's next meeting agenda and handled in accordance with all confidentiality restrictions.

4. The resolution of any complaint reaching the Board shall be filed as part of the Board's records.

5. Complaints received directly by the Board, the Sponsor or the Ohio Department of Education (ODE) shall be handled in accordance with the Board's Complaint Policy and Procedure. Upon receipt of a complaint, the Sponsor (or ODE) shall forward it to the Board's designated representative and legal counsel with a copy to White Hat's legal counsel. Upon receipt of a complaint from the Sponsor, the School's designated representative shall forward a copy of this Complaint Policy and Procedure to the complainant and request that the Complainant complete the designated complaint form. The Sponsor shall facilitate the complaint by:

   - Directing the Complainant to the appropriate school official/board representative;
   - Notifying the appropriate White Hat official of the complaint;
   - Investigating the complaint if warranted or if requested by school officials; and,
   - Reporting back to the Sponsor so that the complaint may be tracked and closed.

   - Complaints that have gone beyond the White Hat Representative(s) should be reported on the School's monthly report submitted to the Sponsor.

# Educator Misconduct Policy

As required by Ohio law, the Employer must report matters of professional misconduct to the Ohio Department of Education (ODE) under any of the following circumstances:

1. When the employer knows that an employee licensed by the Ohio Department of Education has pled guilty, has been found eligible for intervention in lieu of conviction, has been found guilty, has been convicted of, or has agreed to participate in a pre-trial diversion program for a criminal offense specified in ORC 3319.31(B)(2) or ORC 3319.39 which includes:

***Offenses that require mandatory reporting to Ohio Department of Education:***

- ✓ Any felony offense
- ✓ Any sex offense including misdemeanor sex offense (e.g., importuning, soliciting, sexual imposition)
- ✓ Any offense of violence
- ✓ Any theft offense
- ✓ Any drug abuse offense that is not a minor misdemeanor
- ✓ Violations of offenses listed under ORC 3319.31(B)(2) or ORC 3319.39 discovered as a result of a criminal records check

2. When a termination or non-renewal proceeding has been initiated or when an employee has been terminated or not renewed because it has been reasonably determined that the employee has committed an act that is **"unbecoming to the teaching profession,"** or an offense specified in ORC 3319.31(B)(2) or 3319.39(B)(1) See definition below for conduct "unbecoming to the teaching profession."

Ohio Administrative Rule 3301-73-21 defines "conduct unbecoming to the teaching profession" as:

- Crimes or misconduct involving minors
- Crimes or misconduct involving school children
- Crimes or misconduct involving academic fraud
- Making, or causing to be made, any false or misleading statement or concealing a material fact in obtaining issuance or renewal of any licensing documents
- Crimes or misconduct involving the school community
- A plea of guilty to, a finding of guilt or a conviction to any offense enumerated under ORC 3319.39.
- A violation of the terms and conditions of a consent agreement with the State Board of Education

3. When the employee has resigned under threat of termination or non-renewal;

4. When the employee has resigned during the course of an investigation of alleged educator misconduct.

Such conduct by an educator will be reported to ODE by the Employer on the Educator Misconduct Reporting Form, reproduced below and available on the ODE website. The Employer may conduct its own investigation of the allegations prior to reporting. Once the information is forwarded to ODE, the Employer will keep the report in the employee's personnel file until ODE determines whether it intends to pursue disciplinary action. If ODE takes disciplinary action, then the report must remain in the personnel file. If no disciplinary action is taken, the report must be removed from the personnel file and placed into a separate, public file.

If the Employee is the Administrator of the School, the Board President will be notified by White Hat and will be briefed on the investigation. Pursuant to the Ohio Revised Code, the Board President will then be requested to file the Ohio Educator Misconduct Form in Conjunction with the investigation performed by White Hat. If the Board President is uncomfortable doing so, White Hat Management will file such form with an affidavit explanation attached.

# Fourth Grade Reading Capability Policy

In order to ensure the students' reading abilities in the fourth grade and beyond, the school is required to:

1. Administer the required reading achievement test at the end of third grade.

   For any student who attains a score designated "limited level of skill" on the third grade reading assessment, the school needs to do one of the following:

   a. Promote the student to fourth grade if the student's principal and reading teacher agree that other evaluations of the student's skill in reading demonstrate that the student is academically prepared to be promoted to fourth grade;

   b. Promote the student to fourth grade and provide intensive intervention services;

   c. Retain the student in third grade.

2. Help students to meet this "third grade guarantee" by annually assessing the reading skills of each student at the end of first and second grade and identifying students who are reading below their grade level. Students' classroom teachers are required to be involved in the assessment and the identification of students reading below grade level.

3. Notify the parent or guardian of each student whose reading skills are below grade level and provide intervention services. Such intervention services shall include instruction in intensive, systematic phonetics pursuant to rules adopted by the state board of education. Other interventions may include Intervention Assistance Team referral, use of electronic supplemental or remedial programs (e.g., Academy of Reading), Title I teacher services (small group), and before or after school tutoring.

4. Offer intense remediation services during the summer following third grade to each student who does not score at least a "proficient level of skill" on the reading achievement test given at the end of third grade.

5. Involve the students' parent or guardian and classroom teacher in developing the intervention strategy for students needing intervention services. Also, the parent or guardian will have the opportunity to be involved in the intervention services.

6. The School's Board of Director's shall appoint White Hat Management as its Designated Representative in order to comply with and work with the Sponsor's annual assessment of students at the end of first and second grade.

7. The School's Sponsor shall review reading scores and discuss with school leaders and White Hat Management all plans for student who did not meet the reading requirements. The Sponsor shall also inform the school and White Hat Management of all preventive and interventions services known to the sponsor which may be available to the school and the student.

Legal Reference: ORC 3313.608

# Inter-District Open Enrollment Policy

The Board of Directors shall permit the enrollment of students from adjacent or from other districts in this School, providing that each enrollment is in accordance with the laws of this State, the provision of this policy, and the administrative guidelines established to implement this policy. The School Administrator shall establish guidelines to implement the open enrollment policy in accordance with Ohio Revised Code 3314.06 and will comply with contract requirements as well as the requirement of 920 hours of instruction, or as may be subsequently amended by Ohio Revised Code. The guidelines shall provide the following:

1. Application procedures, including deadlines for application and for notification of students and the superintendent of the applicable district whenever an adjacent or other district student's application is approved;
2. Procedures for admitting adjacent or other district applicants free of any tuition obligation to the School, including, but not limited to: (a) the establishment of capacity limits by grade level, school building and education program; and (b) a requirement that all siblings of native students wishing to be enrolled in the School shall receive preference over first-time applicants.

The procedures for admitting adjacent or other district students established by the School Administrator shall not include:

1. Any requirement of academic ability, or any level of athletic, artistic, or other extracurricular skills;
2. Limitations on admitting applicants because of handicapping conditions, except that a board may refuse to admit a student receiving services under Chapter 3323 of the Ohio Revised Code, if the services described in the student's IEP are not available at the School;
3. A requirement that the student be proficient in the English language;
4. Rejection of any applicant because the student has been subject to disciplinary proceedings, except that if an applicant has been suspended or expelled by the student's district for ten consecutive days or more in the term for which admission is sought or in the term immediately preceding the term for which admission is sought, the procedures may include a provision denying admission of such applicant.

Enrollment will not be denied to any eligible applicant on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. The school will also not discriminate in its pupil admissions policies or practices whether on the basis of intellectual or athletic ability, measures of achievement or aptitude, or any other basis that would be illegal if used by any public school.

The Board of Directors shall provide information about the application procedures and deadlines, upon request, to the board of education of any other school district or to the parent of any student anywhere in the state.

# Personal Information System Policy and Procedure

## 1. Personal Information System

Information that is required by law to be maintained by the school shall be recorded in school's Personal Information, in accordance with Chapter 1347 of the Ohio Revised Code ('ORC'). The school shall collect, maintain and use only personal information which is necessary and relevant to the functions it is required or authorized to perform by law, and eliminate such information when it is no longer necessary to perform those functions.

## 2. Privacy Officer

The school identifies White Hat Management as its privacy officer to be directly responsible for the personal information system of the school. The privacy officer shall ensure compliance with Chapter 1347 of the ORC. The privacy officer shall monitor and maintain the personal information in the system for accuracy, relevance, timeliness, and completeness to assure fairness in any determination made with respect to a person on the basis of the information. Employees who use the personal information system in the course of their regular duties shall monitor the contents of the records and report to the privacy officer any information which appears inaccurate, irrelevant, untimely or incomplete.

## 3. Security Plan

The school shall take reasonable precautions to protect personal information in the system from unauthorized modification, destruction, use, or disclosure. The school shall adopt and implement a security plan that includes:

(a) Informing school employees of appropriate and inappropriate uses, disclosure and access to the personal information;
(b) Reporting violations of the security plan to the privacy officer;
(c) Copy of the security plan shall be kept in the office of the personal systems security coordinator;
(d) Background investigations of any individual who has access to the personal information system;
(e) Disciplinary measures to be applied to any employee who initiates or contributes to any disciplinary action against an individual who brings to the attention of appropriate authorities, the press, or any member of the public, evidence of unauthorized use of information contained in the system.

## 4. Notice to Persons Asked to Supply Personal Information

Any person asked to supply personal information for a personal information system shall be advised whether he or she is legally required, or may refuse, to supply the information. A statement to this effect shall be provided with any written or verbal request for information and included on all forms.

The Board shall provide for the right of persons who are the subject of personal information to be informed about the personal information of which the person is the subject and to permit the person or the person's legal representative to inspect the personal information of which the person is the subject.

**5. Investigation of Disputed Data**

If any person disputes the accuracy, relevance, timeliness, or completeness of personal information that pertains to the person and that is maintained by the School in a personal information system, that person may request the Board to investigate the current status of the information. The Board shall comply with the procedures outlined in section 1347.09 of the ORC when the Board receives such a request.

Legal Reference: ORC Chapter 1347 Personal Information Systems

# Section 504/ADA Policy

Section 504 of the Rehabilitation Act of 1973 ("Section 504") prohibits discrimination against persons with a disability in any program receiving Federal financial assistance. The Americans with Disabilities Act ("ADA") prohibits discrimination on the basis of disability in public accommodations and employment. For the purposes of this policy, a person with a disability is defined as an otherwise qualified individual whom:

1. Has a physical or mental impairment which substantially limits one or more major life activities (major life activities include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working);

2. Has a record of such an impairment; or

3. Is regarded as having such an impairment.

In order to fulfill its obligations under Section 504 and ADA, the Board of Directors of the School recognizes its responsibility: to avoid discrimination in policies and practices regarding its personnel and students; to provide equal opportunity for employment; and to make accessible to persons with disabilities its facilities, programs and activities. No discrimination against any individual with a disability will be knowingly permitted on the basis of that disability in any of the programs, activities, policies and/or practices in the District. This nondiscrimination obligation shall apply to admission or access to, participation in, or treatment or employment in, the District's programs and activities.

The Board of Directors through the Director has designated the Special Education Manager the District's Compliance Officer to coordinate the District's efforts to comply with Section 504, ADA and this Policy. A copy of the Rehabilitation Act of 1973 and Section 504's implementing regulations may be obtained from the District's Compliance Officer. The Compliance Officer may be reached at White Hat Management, 159 S. Main St., Suite 00, Akron, OH 44308.

It is the intent of the Board of Directors to ensure that students within its jurisdiction who are disabled within the definition of Section 504 are identified, evaluated and provided a free appropriate public education (FAPE) regardless of the nature or severity of their disabilities. Students may be disabled and eligible for services under Section 504 and this Policy even though they do not qualify for or require services pursuant to the Individuals with Disabilities Education Act (IDEA). A student eligible for services under IDEA shall be served according to that student's Individual Education Plan (IEP). If a student has a physical or mental impairment that substantially limits a major life activity, does not require specially designed instruction to benefit educationally, but does require reasonable but more than

standard modifications of the regular classroom or curriculum in order to have the same access to an education as a student without disabilities, then s/he may, if appropriate, be deemed a person with a disability and a Section 504 Plan would be developed and implemented in compliance with the applicable law and its implementing regulations. If a student has a physical or mental impairment, but it does not significantly limit his/her learning or other major life activity or s/he does not need modifications to the regular classroom or curriculum greater than what is normally provided to all students, then s/he is not a student with a disability within the definition of Section 504. However, if deemed appropriate, s/he may still be eligible for an Intervention Assistance Team (IAT) Plan.

Under Section 504, the Board of Directors has the specific responsibility to identify, evaluate, and, if the student is determined to be eligible under Section 504, to afford access to appropriate educational services. Parents/guardian/custodian ("parents") may participate fully in the evaluation process. If the parents disagree with the determination made by the professional staff of the District, they have the right to file a complaint as described in the administrative guidelines developed by the Director or to request a due process hearing with an impartial hearing officer.

Notice of the Board's policy on nondiscrimination in employment and education practices and the identity of the District's Compliance Officer will be posted throughout the District, and published in any of the District's recruitment statements or general information publications.

The Board directs the Director to prepare Administrative Guidelines for facilitating the prompt, fair and appropriate identification, referral, evaluation and placement of students with disabilities who qualify for accommodations under Section 504.

The Board will provide in-service training and consultation to staff on the education of persons with disabilities, as necessary and appropriate.

The Board directs the Director to develop a system of procedural safeguards which will provide for prompt and equitable resolution of complaints alleging violations of Section 504, ADA and this Policy. Due process rights of students with disabilities and their parents under Section 504 will be enforced.

Legal Ref: 29 U.S.C. §794 (Section 504 of the Rehabilitation Act of 1973);
42 U.S.C. §1201 *et seq.* (ADA); 20 U.S.C. §1400 *et seq.* (IDEA)

# Special Education Policy

The Board of Directors, as an expression of its commitment to provide a free appropriate public education for children with disabilities in accordance with state and federal laws, rules, and regulations, does hereby resolve to implement the following policies:

## I. CHILD IDENTIFICATION

It shall be the policy of this school district that ongoing efforts will be made to identify, locate, and evaluate children below 22 years of age, who reside within the district and have a confirmed or suspected disability in accordance with all federal regulations and state standards.

## II. PROCEDURAL SAFEGUARDS

It shall be the policy of this school district that the child with a disability and his/her parent shall be provided with safeguards, as required by law, throughout the identification, evaluation and placement process, and the provision of a free appropriate public education to the child.

## III. MULTIFACTORED EVALUATION

It shall be the policy of this school district to provide a multifactored evaluation for children with disabilities by ensuring that children are assessed in their native language or other mode of communication; tests are used for their validated purposes; children are evaluated in all areas related to their suspected disability; testing is conducted by a multidisciplinary team; testing materials and procedures are not racially or culturally biased; tests are administered by trained personnel qualified in accordance with all federal regulations and state standards; tests are administered in conformance with the instructions provided by the produces; and, that medical evaluation, when required as part of the multifactored evaluation, shall be provided at no cost to the parent by a licensed physician designated by the superintendent or his/or her designee, when other no-cost resources are not available.

## IV. INDIVIDUALIZED EDUCATION PROGRAM

It shall be the policy of this school district that an individualized education program (IEP) will be developed for each child with a disability who needs special education. The IEP shall be designed to meet the unique educational needs of the child and shall be developed in a planning conference. Parents of the child shall be strongly encouraged to participate in the planning conference. The IEP shall be reviewed and revised as often as necessary, but at least annually.

## V. LEAST RESTRICTIVE ENVIRONMENT

It shall be the policy of this school district that the education of children with disabilities shall occur in the least restrictive environment; special education programs and services shall be appropriate and designed to meet the unique needs of each child with a disability; to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, shall be educated with children who do not have disabilities; special classes, separate schooling, or other removal of children with disabilities from the regular educational environment, shall occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

## VI. CONFIDENTIALITY OF DATA

It shall be the policy of this school district that the confidentiality of personally identifiable data relating to children with disabilities and their parents and families shall be protected at collection, storage, disclosure and destruction, and that one official of this school district shall be assigned the responsibility of protecting the confidentiality of personally identifiable data. This school district follows all federal regulations and state standards related to the confidentiality of data.

## VII. DUE PROCESS

It shall be the policy of this school district to utilize procedures that allow differences of opinion between parent(s) and this school district or between agencies and this school district, to be aired and resolved; and that the procedures shall provide for utilization of case conferences, administrative reviews, impartial due process hearing and state level appeals and appeals to the courts that involve the district's proposal or refusal to initiate or change the identification, evaluation, or educational placement of the child, or the provision of FAPE to the child. Furthermore, the rights of children with disabilities shall be protected when the parents cannot be identified or located, when the child is a ward of the state, or when the child is without a formally declared legal representative.

## VIII. SURROGATE PARENT

It shall be the policy of this school district that whenever the parent(s) or guardian(s) of a child with a disability are not known or cannot be located, or when the child is a ward of the state, the child's rights shall be protected through the assignment of an individual (who shall not be an employee of the state education agency, local education agency, or intermediate educational unit involved in the education of the child) who will serve as the child's surrogate parent.

## IX. TESTING PROGRAMS

It shall be the policy of this school district that students with disabilities shall participate in local and statewide testing programs to the maximum extent appropriate. Individual exemptions shall be determined only during an IEP conference.

Be it further resolved that the superintendent shall administer the local implementation of these state procedures, in accordance with state and federal laws, rules and regulations, which will ensure fulfillment of the policies contained herein.

# Test Security Policy

In accordance with OAC 3301-13-05 it shall be the policy of the School that adequate provisions be made for the security of state mandated testing materials and the testing process itself. All employees will receive a copy of this policy upon hire and by October 1st of each successive school year.

Accordingly, security measures are to be followed as set forth below:

- Each building Principal is responsible for all test security during the entire time such tests are in his/her building (from the moment materials are received into the building until after the testing is completed and they are shipped out).
- Each building Principal is responsible for all correspondence/materials received concerning the Ohio Proficiency Tests.
- Upon receipt in the building, the Principal shall be the only person to open all tests.
- It shall be the Principal's responsibility to check received tests to be sure they are correct in number and form.
- At no time shall any test materials be left unattended or be available to any unauthorized personnel.
- All tests shall be secured in a dedicated locked storage cabinet that is only accessible to the Principal. Except when tests are being distributed, used and/or collected, they are to remain in this one location and under lock and key.
- The Principal shall develop a list of all persons designated as test examiners (the "TestExaminers") and the number of test copies each designee is to be given.
- For each testing session, the Principal shall develop, monitor and use a sign-in/out system, which shall include, where applicable, the code numbers of each test distributed, as well as the signature of the person taking/returning the tests.
- The Principal and Test Examiners shall abide by the publishers' designed testing procedures and will not participate in the reproduction of any tests or procedures or distribute such materials to any person other than the appropriate person(s) at the time of testing.
- Each Test Examiner is responsible for ensuring that all test security provisions are met while each test administration session is in progress. He/she must account for all test materials received from the Principal. Each day at the end of the testing session, the Testing Examiner in charge of the testing session will return all test materials to the Principal and then sign them in upon the Principal's approval.

- Only the Test Examiners may be present in the testing room while the tests are being administered.

- Any suspected test security violations including, but not limited to cheating or missing test materials, shall be reported to the Principal immediately upon discovery. The principal shall then begin an investigation maintaining the confidentiality of all involved parties.

- Upon hearing of an alleged violation, the Principal shall notify White Hat Management and the Board of Directors in writing of the situation and then keep them abreast of his/her investigation.

- Within ten (10) school days of the conclusion of the Principal's investigation of a possible violation, he/she shall notify the proper authorities at the State of Ohio Department of Education if a violation has, in fact, been found or remains unresolved. WHLS if Ohio, LLC and the Board of Directors shall receive a written report of this communication.

- If circumstances warrant the State Department of Education to assign an investigator to hold a hearing regarding any alleged breach, a White Hat Management representative shall be present at any and all such hearings. It is imperative and it goes without saying that all employees shall testify honestly and openly.

- If the result of the investigation reveals cheating or wrong-doing by a staff member, it shall be grounds for termination.

- In addition to the above policy guidelines, all State Department of Education guidelines for test security shall be followed.

## GUIDELINES FOR POSSIBLE TEST VIOLATIONS

Some examples of test security violations by **EDUCATORS** include, but are not limited to:

- leaving students unsupervised during testing;
- leaving test materials in an unsecured place;
- photocopying or keeping a personal copy of the test;
- taking notes about test questions and using them or a close paraphrase to prepare students for testing;
- offering "hints" that indicate an answer or help eliminate answer choices;
- rephrasing the test questions;
- editing (changing) student answers after completion of the test by erasing any wrong answers and writing in the correct ones;
- allowing students to go back to previous sections in the test booklet to check their work; and
- allowing students to go back to the current section in the test booklet to change their answers after allowed testing time has expired.

Some examples of test security violations by **STUDENTS** include, but are not limited to:

- illegally obtaining a test booklet to study or to let others study;
- securing a marked test booklet or "crib sheet" from a teacher or another student;
- copying or "stealing" answers from another student during testing;
- sharing specific test information with other students in the same grade who are scheduled to take the same test at a later time; and
- taking a test during the make-up period and asking a student who has already completed the test to disclose test questions and/or answers.

Potential sanctions for **educator** violation of security measures may include:

- Suspension or acceptance of voluntary surrender of license.
- Suspension without pay or a written reprimand.
- Termination of contract, acceptance of resignation, or retirement.
- Legal prosecution.

Potential sanctions for **student** violation of security measures may include.

- Invalidation of test results.

- Invalidation of specific test questions or subtests, or invalidation of pass/fail proficiency results.
- Suspension or expulsion from school or other disciplinary actions according to the code of conduct.
- Suspension or expulsion from participating in school extra-curricular activities, such as sports, plays, school-sponsored social functions, etc., as dictated by the local school board policies.
- Denial of appointment to a school membership team, such as mathematics or debate team.
- Removal from an elected office, such as president of the student council, etc., as dictated by the local school board policies.

Others as may be determined by the Board of Directors.

# Safe School Policy

Anti-Harassment, Anti-Intimidation, Anti-Bullying, Anti-Gang,
Drug-Free and Weapon-Free School

The Board of Directors prohibits violence including harassment, intimidation, bullying or any gang related activity. The School is a drug-free and weapon-free school, and does not tolerate the above-mentioned behavior whether in the classroom, on school property, or at school-sponsored events, as it is expressly forbidden.

## Anti-Harassment, Anti-Intimidation, and Anti-Bullying

Harassing, Intimidation, or Bullying behavior is strictly prohibited, and students who are determined to have engaged in such behavior are subject to disciplinary action, which may include counseling, suspension, or expulsion from school. The school's commitment to address Harassing, Intimidating, and Bullying, however, involves a multi-faceted approach, which includes education and the promotion of a school atmosphere in which this behavior will not be tolerated by students, faculty or school personnel.

It is imperative that Harassing, Intimidating, and Bullying be identified only when the specific elements of the definition are met, because the designation of conduct of such behavior carries with it special statutory obligations. Any misconduct by one student against another student, whether or not appropriately defined as Harassment, Intimidation, or Bullying will result in appropriate disciplinary consequences for the perpetrator.

### I. Definition of Terms:

1. "Harassment, intimidation, or bullying" means either of the following:
   A. Any intentional written, verbal, or physical act that a student has exhibited toward another particular student more than once and the behavior both:
      1. Causes mental or physical harm to the other student;
      2. Is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student.

Or

   B. Violence within a dating relationship.

   C. Such behavior may include any written, electronically-transmitted, verbal or physical act taking place on school grounds, at any school-sponsored activity, or on school-provided transportation.

In accordance with this definition, the following factors should be considered before identifying conduct by a student or group of students as Harassment,

Intimidation, or Bullying in violation of Board Policy. The determination that conduct does not constitute Harassment, Intimidation, or Bullying under Board Policy, however, does not restrict the right of the School Leader to impose appropriate disciplinary consequences for the student misconduct.

- Location. Harassment, Intimidation, or Bullying behavior in violation of Board Policy must occur to and from school, on school grounds, at school-sponsored activities or sanctioned events, or in school vehicles. Conduct that occurs away from these places is not Harassment, Intimidation, or Bullying under this Policy. Cyber-Bullying, which is addressed below, may occur at locations away from those mentioned above, but is covered by this Policy and is strictly forbidden by the The School.

- Ridicule, Humiliation, and/or Intimidation. Harassment, Intimidation, or Bullying behavior is marked by the intent to ridicule, humiliate, or intimidate the victim. In evaluating whether conduct constitutes this behavior, special attention should be paid to the words chosen or actions taken, whether such conduct occurred in front of others or was communicated to others, how the perpetrator interacted with the victim, and the motivation, either admitted or appropriately inferred, of the perpetrator.

2. "Harassment, intimidation, or bullying" also means electronically committed acts (*i.e.*, acts conducted using electronic or wireless communication devices) that a student has exhibited toward another particular student more than once and the behavior both:

   A. Causes mental or physical harm to another particular student; and

   B. Is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student.

   C. Constitutes violence within a dating relationship.

3. A "school-sponsored activity" means any activity conducted on or off school property (including school buses and other school-related vehicles) that is sponsored, recognized or authorized by the School Leader, the Board of Directors or the Ohio Department of Education.

4. "Harassment, intimidation, or bullying" will not mean any action that would constitute protected free expression under the First Amendment to the Constitution of the United States.

## II. Types of Conduct

Harassment, Intimidation or Bullying can take many forms and can include many different behaviors having an overt intent to ridicule, humiliate or intimidate another student. Examples of conduct can include, but is not limited to, the following behavior, overt acts, and/or circumstances:

1. Verbal, nonverbal, physical or written harassment, bullying, hazing or other victimization that has the purpose or effect of causing injury, discomfort, fear or suffering to the victim;

2. Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear or suffering to the victim;

3. Unreasonable interference with a student's performance or creation of an intimidating, offensive or hostile learning environment;

4. Physical violence or attacks or both;

5. Threats, taunts and intimidation through words or gestures or both;

6. Extortion, damage or stealing of money, property or personal possessions;

7. Exclusion from the peer group or spreading rumors;

8. Harassment, intimidation or bullying can also include repetitive and hostile behavior with the intent to harm others through the use of information and communication technologies and other web-based/online sites (also known as "cyber bullying"), such as the following:

    - Posting slurs on websites where students congregate or on web-logs (personal online journals or diaries);

    - Sending abusive or threatening instant messages;

    - Using camera phones to take embarrassing photographs of students and posting them online;

    - Using websites to circulate gossip and rumors to other students;

    - Excluding others from an online group by falsely reporting them for inappropriate language to internet service providers.

## III. Complaint Process – Reporting Prohibited Incidents

1. The complaint process for the Safe School Policy will follow the guidelines established under HOPE Academy's Complaint Policy and Procedure. In addition, the following information provides further guidance with regards to complaint procedures for violations or suspected violations of the Safe School Policy:

    A. Written and Oral Complaints

        1. HOPE Academy requires the School Leader or his/her designee to be responsible for receiving complaints alleging violations of this Policy. Students, parents or guardians may file written complaints of suspected harassment, intimidation, or bullying with any school staff member or administrator. A teacher or other school staff member who receives a written complaint will promptly forward it (no later than the next school day) to the School Leader or his/her designee for review and action.

        2. Oral complaints will also be considered official complaints. Students, parents or guardians, and school personnel may make oral complaints of conduct that they consider to be harassment, intimidation, or bullying by verbally reporting to a teacher, school administrator, or other school personnel. A teacher or other school staff member who receives an oral complaint will promptly document the complaint in writing, and will promptly forward it (no later than the next school day) to the School Leader for review and action.

    B. Both written and oral complaints will be reasonably specific as to the actions giving rise to the suspicion of harassment, intimidation, and/or bullying, including person(s) involved, number of times and places of the alleged conduct, the target of the prohibited behavior(s), and the names of any potential student or staff witness.

    C. Anonymous Complaints

        1. Students who make oral complaints as set forth above may request that their name be maintained in confidence by the school staff member(s) and administrator(s) who receive the complaint.

        2. The anonymous complaints will be reviewed and reasonable action will be taken to address the situation, to the extent such action may be taken that (1) does not

disclose the source of the complaint; and (2) is consistent with the due process rights of the student(s) alleged to have committed acts of harassment, intimidation and/or bullying.

## IV. School Personnel Reporting Responsibilities

1. Teachers and Other School Staff Responsibilities

   A. Teachers and other school staff, who witness acts of harassment, intimidation or bullying, as defined above, will promptly notify the School Leader or his/her designee of the event observed by filing a written incident report concerning the events witnessed.

   B. In addition to addressing both informal and formal complaints, school personnel are encouraged to address the issue of harassment, intimidation or bullying in other interactions with students. School personnel may find opportunities to educate students about harassment, intimidation and bullying and help eliminate such prohibited behaviors through class discussions, counseling, and reinforcement of socially appropriate behavior.

   C. School personnel should intervene promptly where they observe student conduct that has the purpose or effect of ridiculing, humiliating, or intimidating another student/school personnel, even if such conduct does not meet the formal definition of "harassment, intimidation, or bullying."

## V. Notification to Parents/Guardians

1. If after investigation, acts of harassment, intimidation or bullying by a specific student are verified, the School Leader or his/her designee will notify, in writing, the parent or guardian of the perpetrator of that finding. If disciplinary consequences are imposed against such a student, a description of such discipline will be included in such notification.

2. If after investigation, acts of harassment, intimidation or bullying against a specific student are verified, the School Leader or his/her designee will notify the parent or guardian of the victim of such findings. In providing such notification, care must be taken to respect the statutory privacy right, including those set forth in the R.C. § 3319.321 and the Family Educational Rights and Privacy Act of 1974, 88 Stat. 571, 20 U.S.C. 1232q of the perpetrator of such harassment, intimidation and bullying.

3. To the extent permitted by State and Federal privacy laws, parents or guardians of any student involved in a prohibited incident may have access to any written reports pertaining to the prohibited incident.

## VI. Investigation and Documentation of Prohibited Incident

1. The School requires the School Leader or his/her designee to be responsible for determining whether an alleged act constitutes a violation of this Policy. In so doing, the School Leader or his/her designee will conduct a prompt and thorough investigation of all written and oral complaints of suspected harassment, intimidation, or bullying. A written report of the investigation will be prepared when the investigation is complete. Such report will include findings of fact and a determination of whether acts of harassment, intimidation, or bullying were verified. When prohibited acts are verified, a recommendation for intervention, including disciplinary action will be provided. Where appropriate, written witness statements will be attached to the report.

2. When a student making an informal complaint has requested anonymity, the investigation of such complaint will be limited as is appropriate in view of the anonymity of the complaint. Such limitation of investigation may include restricting action to a simple review of the complaint (with or without discussing it with the alleged perpetrator), subject to receipt of further information and/or the withdrawal by the complaining student of the condition that his/her report be anonymous.

## VII. Intervention Strategies to Protect Victims

1. When responding to verified acts of harassment, intimidation, or bullying, The School will consider potential strategies to protect victims from additional harassment, intimidation, or bullying, and from retaliation following a report. Potential strategies include:

    A. Supervising and disciplining offending students fairly and consistently;

    B. Providing adult supervision during breaks, lunch time, bathroom breaks and in the hallways during times of transition;

    C. Maintaining contact with parents and guardians of all involved parties;

    D. Providing counseling for the victim if assessed that it is needed;

    E. Informing school personnel of the incident and instructing them to monitor the victim and the offending party for indications of harassing, intimidating, and bullying behavior; instructing personnel to intervene when prohibited behaviors are witnessed;

F. Checking with the victim regularly to ensure that there have been no incidents of harassment/intimidation/bullying or retaliation from the offender(s).

## VIII. Disciplinary Procedure

1. Verified acts of harassment, intimidation or bullying will result in an intervention by the School Leader or his/her designee that is intended to ensure that the prohibition against harassment, intimidation or bullying behavior is enforced, with the goal that any such prohibited behavior will cease.

2. The School recognizes that acts of harassment, intimidation, or bullying can take many forms and can vary dramatically in seriousness and impact on the targeted individual and school community. Accordingly, there is no one prescribed response to verified acts of harassment, intimidation, and bullying. Disciplinary and appropriate remedial actions for a student or staff member who commits an act of harassment, intimidation or bullying may range from positive behavioral interventions up to, and including, suspension or expulsion.

3. In determining appropriate interventions for each individual who commits an act of harassment, intimidation or bullying (including a determination to engage in either non-disciplinary or disciplinary action, as described below), the School Leader will give the following factors full consideration:

    A. The degree of harm caused by the incident(s);

    B. The surrounding circumstances;

    C. The nature and severity of the behavior;

    D. The relationship between the parties involved; and

    E. Past incidences or continuing patterns of behavior.

4. When verified acts of harassment, intimidation or bullying are identified early and/or when such verified acts of such behavior do not reasonably require a disciplinary response, students may be counseled regarding the definition of misconduct, its prohibition, and their duty to avoid any conduct that could be considered harassment, intimidation or bullying. Peer mediation may also be used, when appropriate.

5. When acts of harassment, intimidation and bullying are verified and a disciplinary response is warranted, students are subject to the full range of

disciplinary consequences. Anonymous complaints that are not otherwise verified, however, will not be the basis for disciplinary action.

A. In and out-of-school suspensions may be imposed only after informing the accused perpetrator of the reasons for the proposed suspension and giving him/her an opportunity to explain the situation.

B. Expulsion may be imposed only after a hearing before the School Leader. This consequence will be reserved for serious incidents of harassment, intimidation or bullying and/or when past interventions have not been successful in eliminating such behavior.

C. The determination that conduct does not constitute harassment, intimidation or bullying under this Policy, however, does not restrict the right of the School Leader or the Board or both to impose appropriate disciplinary consequences for student misconduct.

## IX. Semi-Annual Reporting Obligations

1. The School School Leader will semi-annually provide the president of the Board a written summary of all reported incidents and post the summary on the School's Website, if one exists. The list will be limited to the number of verified acts of harassment, intimidation and bullying, whether on school grounds, to and from school, or at school-sponsored activities or sanctioned events.

## X. Dissemination of Policy

1. The School will annually disseminate the Safe School Policy to staff, students, and parents, along with an explanation that the Policy applies to all applicable acts of harassment, intimidation, and bullying that occur on school grounds, at school-sponsored activities or sanctioned events, to or from school or on school-related vehicles, or in cyber-space. The Safe School Policy will appear in parent/student handbooks that set forth The School's rules, procedures, and standards of conduct for the School and its students.

2. To ensure staff are prepared to prevent and effectively intervene with incidents of harassment, intimidation or bullying, The School has incorporated the information about the Safe School Policy into its employee training programs.

3. Orientation sessions for students will introduce the elements of this Policy. Students will be provided with age-appropriate information on the recognition and prevention of harassment, intimidation or bullying, and dating violence prevention, and their rights and responsibilities under this and other The School policies, procedures and rules, at student orientation sessions and on other appropriate occasions. Parents will be provided with information about this Policy, as well as information about other The School and school rules and disciplinary policies. This Policy will be stated in student, staff, volunteer and parent handbooks.

## XI. Prohibited Gang Activity

The Board believes gangs or gang activity creates an atmosphere that seriously disrupts the educational process. Students are prohibited from engaging in gang activities while at School, on school property, to or from school, or at a school sponsored activity or sanctioned event. Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from The School.

The term "gang" is defined as any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the endorsement of or participation in one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engaged in a pattern of criminal gang activity.

The term "gang activity" is defined as any conduct engaged in by a student:

1. On behalf of a gang;
2. To perpetuate the existence of a gang;
3. To effect the common purpose and design of any gang; or
4. To represent a gang affiliation, loyalty or membership in any way while on school grounds or while attending a school function.

These activities may include things such as recruiting students for membership in a gang and threatening or intimidating other students or staff against his/her/their own will to promote the common purpose and design of any gang.

## XII. Drug Free

In accordance with Federal law, The School prohibits the use, possession, concealment or distribution of drugs by students on school grounds, in the school building, on school property, or at school sponsored event to ensure a Drug Free School. Drugs include alcoholic beverages, steroids, dangerous controlled substances as defined by Ohio law, or any substance that could be considered a "look alike." Any student who violates this

Policy will be subject to disciplinary action, up to and including expulsion from the The School.

## XIII. Weapons Free

The School is also a weapons-free school. No student, at any time, for any reason, will knowingly possess, handle, transmit, or use any object, which can be reasonably considered a weapon in or on property of The School or at any The School sponsored event held away from school property. Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from the The School.

## XIV. General Provisions

This Policy will not be interpreted to prohibit a reasonable and civil exchange of opinions, or debate that is protected by State or Federal law such as the Nondiscrimination, Suspension and Expulsion/Due Process, Violent and Aggressive Behavior, Hazing, Discipline/Punishment, Sexual Harassment, Peer Sexual Harassment and Equal Educational Opportunity acts.

The Complaint process is in effect and all matters will be investigated and resolved in accordance with the steps outlined above and in the Board's Complaint Policy and Procedure.

# Asbestos Management Plan Policy

In compliance with the requirements of the Asbestos Hazard Emergency Response Act (AHERA) the School through White Hat Management as its designated representative is required to:

1. Perform an original inspection and re-inspection every three years of asbestos-containing material;
2. Develop, maintain, and update an **asbestos management plan** and keep a copy at the school;
3. Provide yearly notification to the School's Sponsor, Board of Directors, parents, teachers, and employee organizations regarding the availability of the school's asbestos management plan and any asbestos abatement actions taken or planned in the school;
4. Designate a **contact person** to ensure the responsibilities of the local education agency are properly implemented;
5. Perform periodic surveillance of known or suspected asbestos-containing building material;
6. Ensure that **properly-accredited professionals** perform inspections and response actions and prepare management plans; and
7. Provide custodial staff with asbestos-awareness training.
8. Complete and Asbestos Training Affidavit for compliance with Sponsor regulations. See below.

Source: US EPA Asbestos Compliance Monitoring
http://www.epa.gov/compliance/monitoring/programs/tsca/asbestos.html

Asbestos Training Affidavit

For OCCS Compliance purposes, the school leader is required to verify the following:

- ✓ Custodial staff received training in asbestos awareness
- ✓ Properly accredited professionals perform inspections, response actions and prepare management plans
- ✓ Management plan is available for public review at school

The Affidavit attached shall be used to show that the requirements have been completed as part of the school's Asbestos Management Plan:

# AFFIDAVIT

**State of Ohio**
**County of** _____

**BEFORE ME**, , _____*[name of Notary before whom affidavit is sworn]*, the undersigned Notary on this __ _____*[day of month]* day of _____*[month]*, _____personally appeared *[Name]*, known to me to be a credible person and of lawful age, who being by me first duly sworn, on *his* oath, deposes and says:

I, [name] am the Director of Facilities for HOPE Academies. I have personal knowledge of the facts stated in this affidavit. In compliance with the school's Asbestos Management Plan:

1. The custodial staff at ____[school name]_____ have received training in asbestos awareness on [insert date]_____ from ___[name of company]_____an Asbestos Hazard Emergency Response Act (AHERA) accredited company.
2. [Name of company]_____performs inspections as required by law, and prepares response actions and the asbestos management plan for [Name of School]_____..
3. The[Name of School]_____ Asbestos Management Plan is available for public review at the school's main office located at__[address of school].

_____
*[signature of Director of Facilities]*

_____
*[printed name of Director of Facilities]*

159 S. Main St. Suite 600, Akron, OH 44308
*[address of affiant, line 1]*

Subscribed and sworn to before me, this _____*[day of month]* day of _____[month]

_____ *[month]*, _____[year]
*[Notary Seal:]*

_____
[typed name of Notary]
NOTARY PUBLIC
My commission expires: _____[date]_____

# Automated External Defibrillator Policy

The Board of Directors has implemented the following policy to comply with the applicable sections of ORC 3313.717; 3314.16; 2305.235; 3701.85:

1. Each school building shall have an automated external defibrillator. An "automated external defibrillator" is a medical device approved by the United States Food and Drug Administration for performing the process of "automated external defibrillation."

2. "Automated external defibrillation" means applying the specialized defibrillator to a person in cardiac arrest, allowing the defibrillator to interpret the cardiac rhythm, and, if appropriate, delivering an electrical shock to the heart to allow it to resume effective electrical activity.

3. The Board of Directors requires that its Designated Representative, White Hat Management, shall employ a sufficient number of staff members at the school who successfully complete an appropriate training course on the use of an automated external defibrillator and cardiopulmonary resuscitation. The course must be offered or approved by the American Heart Association or another nationally recognized organization.

4. After a staff member has received the above training, he or she may perform automated external defibrillation, regardless of whether that person is a registered nurse, licensed practical nurse, physician, or emergency medical service provider. However, when automated external defibrillation is not performed as part of an emergency medical services system or hospital, an emergency medical services system shall be activated as soon as possible (i.e., call 911).

5. Except in the case of willful or wanton misconduct, or when there is no good faith attempt to activate an emergency medical services system, no person shall be held liable in civil damages for injury, death, or loss to person or property, or held criminally liable, for performing automated external defibrillation in good faith, regardless of whether the person has obtained the appropriate training.

6. The Board's Designee, White Hat Management, shall assign at least one (1) staff member at the school building to do the following:

    - ✓ Maintain records of when and which staff members from that school building successfully completed the required training as described above;

    - ✓ Maintain and test that school building's automated external defibrillator in accordance with the manufacturer's guidelines, and report any malfunctions to the Board and the School's Sponsor;

- ✓ Consult with a physician regarding compliance with required training for, and maintenance of the automated external defibrillator;
- ✓ Notify the designated emergency medical services organization of the location of the automated external defibrillator in that school building.

# Bloodborne Pathogen Control Policy

The School is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this goal, the following exposure control plan (ECP) is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA standard 29 *CFR* 1910.1030, "Occupational Exposure to Bloodborne Pathogens."

The ECP is a key document to assist our organization in implementing and ensuring compliance with the standard, thereby protecting our employees. This ECP includes:

- Determination of employee exposure
- Implementation of various methods of exposure control, including:
  - Universal precautions
  - Engineering and work practice controls
  - Personal protective equipment
  - Housekeeping
- Hepatitis B vaccination
- Post-exposure evaluation and follow-up
- Communication of hazards to employees and training
- Recordkeeping
- Procedures for evaluating circumstances surrounding exposure incidents

The purpose of this plan is to reduce the School employees' risk of exposure to bloodborne pathogens such as human immunodeficiency virus (HIV) and Hepatitis B virus (HBV) through appropriate prevention and control measures.

Anyone can be exposed to infectious blood or bodily fluids. The greatest risk, however is to employees who come into contact with sick or injured persons. These can include any school staff working directly with students. Also, any person providing first aid for cuts and scrapes. Bloodborne pathogens include the human immunodeficiency virus (HIV), which causes AIDS and the hepatitis B virus (HBV).

HIV attacks the body's immune system and impairs its ability to resist diseases. The early symptoms of AIDS include fever, loss of appetite, weight loss, chronic fatigue, and skin rashes. In later stages of the disease a patient may develop certain types of cancer, pneumonia and other infections.

The hepatitis B virus is more infectious and wide spread than HIV. As with HIV, some people who are infected never become symptomatic. For those who do, however, the infection can lead to cirrhosis, and other chronic liver diseases and liver cancer.

The Building Administrator is responsible for assisting staff in implementation of the plan and for reviewing and updating the plan annually. A copy of this plan is available for employee use.

This Policy is in accordance with Chapter 4167 of the Ohio Revised Code 22.2.6 and analogous to OSHA Bloodborne Pathogens Standard, 29 CFR 1910.1030.

Board Approved 1/29/2011

# Chemical Hygiene Plan Policy

This Chemical Hygiene Plan (CHP) is intended to:

1. Inform school employees of the potential health and safety hazards present in their workplace.
2. Inform school employees of the precautions and preventive measures that have been established by this organization to protect employees from a workplace illness or injury.
3. Inform school employees of the required safety rules and procedures established by this organization to meet the requirements set forth in Jarod's Law.

The Chemical Hygiene Plan will be available for review upon request to all employees. Copies of the plan will be located in the Administrator's office.

This CHP will be reviewed annually by the Academy Facility and Compliance Departments and updated as necessary. The Administrator, or designee, is designated as the Chemical Hygiene Officer (See Sections V and VI for details).

## I. Control Measures to reduce Employee Exposure to Hazardous Chemicals

A. The School is equipped with fire extinguishers and other fire protection systems.

## II. Employee Information and Training

All employees will be provided with information to ensure that they are apprised of the hazards of chemicals present in their work area. Exposure is limited to products used for cleaning and maintenance of the school building. Exposure risk is low.

### A. Information

Employees will be informed of:

1. The availability and location of the written Chemical Hygiene Plan and MSDS (write this out..it's not defined until later) documents.
2. Signs and symptoms associated with exposures to hazardous chemicals used in the school.
3. Location and availability of known reference material on the hazards, safe handling, storage, and disposal of hazardous chemicals found in the school including, but not limited to, material safety data sheets received from chemical suppliers.
4. Employees of the school have limited exposure to hazardous chemicals required to maintain the cleanliness of the building.

5. Employees are expected to use good judgment in the proper use and exposure to cleaning products available at the school. No additional training will be provided.

## III. Medical Consultation and Examination

If medical consultation or examination is needed, employees will be directed to their personal physician or the emergency room should medical consultation be necessary after contact with school cleaning supplies. A list of chemicals the school uses will be maintained onsite and available for any necessary viewing.

A. The Administrator will provide the following information to the physician:

1. Identity of the hazardous chemical to which the employee may have been exposed.
2. A description of the conditions of the exposure including exposure date if available.
3. A description of signs and symptoms of exposure that the employee is experiencing (if any).

B. The physician's written opinion for an examination or consultation should include:

1. Recommendations for future medical follow-up.
2. Results of examination and associated tests.
3. Any medical condition, revealed in the course of the examination, which may place the employee at increased risk as the result of exposure to hazardous chemicals in the workplace.
4. A statement that the physician has informed the employee about the results of the consultation or medical examination and any medical conditions that may require additional examination or treatment.

## IV. Responsibilities under the Chemical Hygiene Plan

A. The Administrator is designated as the Chemical Hygiene Officer for the HOPE Academy.

B. The Chemical Hygiene Officer (CHO) will be responsible for:
   a) Working with other employees to develop and implement appropriate chemical hygiene policies and practices.
   b) Monitoring procurement, use, and disposal of chemicals used in the school.
   c) Seeing that appropriate audits are maintained.
   e) Knowing the current legal requirements concerning regulated substances.
   f) Seeking ways to improve the chemical hygiene program.

C. School Employees are responsible for:

a) Planning and conducting each operation in accordance with the chemical hygiene procedures.
b) Developing good personal chemical hygiene habits.

**V. Record Keeping**

The Administrator shall be responsible for maintaining all relevant records and Material Data Safety Sheets (MSDS) for all chemicals purchased for the building.

**VI. Emergency Response**

In the event of an emergency, 911 should be contacted to dispatch the local fire department.

# Mercury

Mercury is used in many items found in schools, such as thermometers, barometers, switches, thermostats, flow meters, lamps, shoes, and laboratory reagents if the school has a science lab. Accidental exposures to mercury can have a number of negative effects on children's health.

The HOPE Academy Standard Operating Procedure Manual, maintained on-site outlines procedures for handling Mercury spills.

# Lead

Lead has long been recognized as a harmful environmental pollutant. In late 1991, the Secretary of the Department of Health and Human Services called lead the "number one environmental threat to the health of children in the United States." There are many ways in which humans are exposed to lead: through air, drinking water, food, contaminated soil, deteriorating paint, and dust. Airborne lead enters the body when an individual breathes or swallows lead particles or dust once it has settled. Before it was known how harmful lead could be, it was used in paint, gasoline, water pipes, and many other products.

Old lead-based paint is the most significant source of lead exposure in the U.S. today. Harmful exposures to lead can be created when lead-based paint is improperly removed from surfaces by dry scraping, sanding, or open-flame burning. High concentrations of airborne lead particles in homes can also result from lead dust from outdoor sources, including contaminated soil tracked inside, and use of lead in certain indoor activities such as soldering and stained-glass making.

Lead Health Effects and reducing exposure practices can be found in the HOPE Academy Standard Operating Procedure Manual, maintained on-site.

A School Chemical Safety Checklist that will be used and maintained on-site at HOPE Academy.

## SCHOOL CHEMICAL SAFETY CHECK-LIST

_____

_____

(Installation, Address and Date)

| | Yes | No | | |
|---|---|---|---|---|
| 1. Fire Extinguisher Access | | | | CORRECTIVE ACTIONS & DATES: |
| 2. Fire Extinguisher Inspection | | | | |
| 3. Exit Pathways | | | | |
| 4. Exit Signs & Lighting | | | | |
| 5. Exit Doors | | | | |
| 6. First Aid Supplies | | | | |
| 7.Fire Alarms | | | | |
| 8. Housekeeping / Sanitation | | | | |
| 9. Tripping Hazards | | | | |
| 10. Spills & Leaks | | | | |
| 11. Material Storage | | | | |
| 12.Material Labeling | | | | |
| 13. Container Labeling | | | | |
| 14. MSDS's | | | | |
| 15. Stair Condition | | | | |
| 16. Stair Handrails | | | | |
| 17. Appropriate Gloves | | | | |
| 18. Warning & Safety Signs | | | | |
| 19. Secondary Containers | | | | |
| 20. Waste Disposal Containers | | | | |
| 21. Electrical Grounding | | | | |
| 22. Elec. Panel Access | | | | |
| 23. Elec. Labeling & I.D. | | | | |
| 24. Elec. Cord Strain Relief | | | | |
| 25. Elec. Wiring / Device Defects | | | | |
| 26. Elec. Classification Hazards | | | | |
| 27. Elec. Fail Safe Conditions | | | | |
| 28. Elec. Extension Cords | | | | |
| 29. Personal/Area Monitoring | | | | |
| 30. Signs & Posters | | | | |
| 31. Emergency Phone Nos. | | | | |
| | | | | |
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| | | | | |

# Chicken Pox Epidemic Policy

1. Pursuant to Ohio law, a school may deny admission to a student who is exempted from the chicken pox immunization requirement. To deny admission to a pupil, the director of the state department of health will notify the school's Administrator (principal) that a chicken pox epidemic exists in the school's population. A chicken pox epidemic is defined as the occurrence of cases of chicken pox in numbers greater than expected in the school's population or for a particular time.

2. Once the director of health notifies the school's Administrator (principal) that the epidemic no longer exists, a school may no longer deny admission to a student exempted from the chicken pox immunization requirement.

3. A student may be exempted from the chicken pox immunization requirement if:

    a. The student has had natural rubeola and presents a signed statement from the student's parent, guardian or physician to that effect and is not required to be immunized against rubeola.
    b. The student has had natural mumps and presents a signed statement from the student's parent, guardian or physician to that effect and is not required to be immunized against mumps.
    c. The student has had natural chicken pox and presents a signed statement from the student's parent, guardian, or physician to that effect and is not required to be immunized against chicken pox.
    d. The student presents a written statement of the student's parent or guardian, in which the parent or guardian declines to have the student immunized for reasons of conscience, including religious convictions, is not required to be immunized.
    e. A student whose physician certifies in writing that such immunization against any disease is medically contraindicated is not required to be immunized against that disease.

4. To ensure academic status of students denied admission during a chicken pox epidemic, the school will ensure students denied admission are provided with all course work during such absence to be turned in upon return to school. Access to instructors will be available via the telephone or email. If the parent or guardian of the student is unable to pick up such course work, the student will have time equal to the time off school to complete such course work. The student will be permitted to make-up all missed tests and quizzes. If the school is required to close during such epidemic, days will be added

on to the end of the school year to make up for the lost time. These measures have been implement by the School's Board of Director's and its' Designated Representative White Hat Management to preserve academic standing and will take into consideration the number of students removed from school and the length of the epidemic.

5. The Board's Designated Representative, White Hat Management shall report its confirmation of a chicken pox epidemic and the measures taken to preserve academic standing of a student as soon as practicable to the Board of Directors and to the School's Sponsor.

Legal Reference: ORC 3313.671(C)

# Dangerous and Recalled Products Policy

The Administrator shall provide for the inspection of each school building, at least quarterly, for dangerous products and conditions as listed and provided by the Board of Health. Appropriate action shall be taken if a dangerous product or condition is found. If such items are found within the school facility, their presence and any action(s) that will be or have been taken to remove or remediate the hazard shall be documented. Such documentation shall be in compliance with the Administrative Code and shall be retained for verification by Board of Health inspectors.

Such identified dangerous products and conditions found on school grounds or within school buildings shall be abated or controlled promptly and within a period not to exceed thirty (30) days of receipt of the Board of Health transmittal. If abatement is not immediately possible, the hazard shall be sufficiently controlled to reduce the risk of illness or injury.

The Administrator shall provide the necessary communications and transmittals to the Board of Health.

The Administrator may need to contact the local health department to arrange for transmittals to be emailed quarterly. Copies will be kept on site.

Board Approved 1/29/2011

# FOOD ALLERGY POLICY

The Board of Directors (the "Board") of the School recognizes that peanut and other food allergies may pose a severe or life threatening risk to students. In accordance with Section 3313.719 of the Ohio Revised Code, the Board has adopted this Food Allergy Policy (the "Policy") in consultation with parents, school employees, school volunteers, students and community members to establish procedures for identifying, accommodating and reducing the likelihood of severe allergic reactions among students with known food allergies while at school.

I. PARENT/STUDENT RESPONSIBILITY

A. Parents of students, or students age eighteen (18) or older, with allergies are required to notify the School of any known allergies at the beginning of each school year or upon learning of such allergy if the school year has already begun. Such notice may be provided in response to School enrollment forms completed by the student if over 18 or the student's parent or guardian, or by other acceptable means such as timely, written notice to the School's Administrator or the Board.

B. Parents of students with life threatening allergies must:

1. Ensure that the student has access to emergency medications during School hours, if prescribed;

2. Execute any appropriate forms, including an Emergency Authorization Form, Medication Distribution Form, and/or Food Allergy Action Plan (the "Plan"), as required;

3. Obtain written approval from the students' physician permitting the student to carry and use an epinephrine injector to treat anaphylaxis, if applicable and in accordance with the School's policy on Medication Administration and/or Asthma Inhalers and Other Prescribed Medications; and

4. Cooperate with the School to formulate the Plan, as referenced herein (Section II.A).

5. Provide current emergency contact information and update regularly.

C. Parents are responsible to educate their student about managing his or her allergy at school, including but not limited to:

1. Safe and unsafe foods;

2. Strategies for avoiding exposure to unsafe foods;

# FOOD ALLERGY ACTION PLAN

NAME OF SCHOOL: _____

STUDENT'S NAME: _____

DATE OF BIRTH: _____ TEACHER: _____

Asthmatic: ☐ Yes * ☐ No (* High risk for severe reaction)

ALLERGY TO: _____

* * * IMPORTANT NOTICE: In accordance with policy, School staff should NOT administer any medications. Students are permitted to carry and self-administer certain medications, such as epinephrine. School staff should only administer medications in emergency situations, where the student is unable to self-administer , the exigency of the circumstances require immediate action, and treatment is provided in strict accordance with the procedures set forth below.

## SIGNS OF AN ALLERGIC REACTION AND TREATMENT PROCEDURE

[To be completed by physician authorizing treatment]

SYMPTOMS

| | | |
|---|---|---|
| If a food allergen has been ingested, but there are NO SYMPTOMS | ☐ Epinephrine | ☐ Antihistamine |
| MOUTH Itching and swelling of the lips, tongue or mouth. | ☐ Epinephrine | ☐ Antihistamine |
| THROAT tightness in the throat, hoarseness, and hacking cough. | ☐ Epinephrine | ☐ Antihistamine |
| SKIN Hives, itchy rash, and/or swelling about the face or extremities. | ☐ Epinephrine | ☐ Antihistamine |
| GUT Nausea, abdominal cramps, vomiting, and/or diarrhea. | ☐ Epinephrine | ☐ Antihistamine |
| LUNG Shortness of breath, repetitive coughing, and/or wheezing. | ☐ Epinephrine | ☐ Antihistamine |
| HEART "Thready" pulse, "passing out." | ☐ Epinephrine | ☐ Antihistamine |
| OTHER: | ☐ Epinephrine | ☐ Antihistamine |
| If reaction is progressive (several of the above areas affected) give | ☐ Epinephrine | ☐ Antihistamine |

DOSAGE

Epinephrine Inject intramuscularly (check one) ☐ EpiPen ☐ Epi-Pen Jr. ☐ Twinject 0.3 ☐ Twinject 0.15mg

CONTACT

1. Emergency Medical Response System (ask for advanced life support) by calling 9-1-1. (state that an allergic reaction has been treated and additional epinephrine may be needed).

2. Parent/Guardian or emergency contacts at listed below.

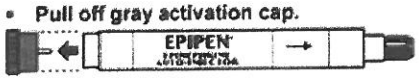
3. Dr. _____ at _____

| EMERGENCY CONTACTS | | TRAINED STAFF MEMBERS |
|---|---|---|
| 1. | | 1. |
| Relation: | | Room: |
| Phone: | | 2. |
| 2. | | Room: |
| Relation: | | 3. |
| Phone: | | Room: |
| 3. | | |
| Relation: | | |
| Phone: | | |

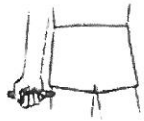
## DIRECTIONS

**EpiPen® and EpiPen® Jr. Directions**

- **Pull off gray activation cap.**




- **Hold black tip near outer thigh (always apply to thigh).**



- **Swing and jab firmly into outer thigh until Auto-Injector mechanism functions. Hold in place and count to 10. Remove the EpiPen® unit and massage the injection area for 10 seconds.**

*ONCE EPIPEN® OR TWINJECT™ IS USED,*

**CALL 911**

Take the used, safely repackaged EpiPen unit with you to the Emergency Room.

Plan to stay for observation at the Emergency Room for at least 4 hours.

**Twinject® 0.3 mg and Twinject® 0.15 mg Directions**




- **Remove caps labeled "1" and "2."**
- **Place rounded tip against outer thigh, press down hard until needle penetrates. Hold for 10 seconds, then remove.**



**SECOND DOSE ADMINISTRATION:**
**If symptoms don't improve after 10 minutes, administer second dose:**



- **Unscrew rounded tip. Pull syringe from barrel by holding blue collar at needle base.**
- **Slide yellow collar off plunger.**
- **Put needle into thigh through skin, push plunger down all the way, and remove.**



BY: PARENT/GUARDIAN

_____ _____

PRINT NAME DATE

_____

SIGNATURE

BY: STUDENT'S PHYSICIAN

_____ _____

PRINT NAME DATE

_____

SIGNATURE

3. Symptoms of allergic reactions;

4. How and when to tell an adult that he or she is having an allergy-related problem; and

II. SCHOOL RESPONSIBILITY

A. The School will develop a Plan for students with life threatening allergies.

The Plan must address (1) what actions will be taken to avoid exposure at the School, and (2) what actions will be taken in the event of student exposure. The Plan will be developed through consultation between the student's parents or legal guardians, the recommendations of the student's physician or allergist, and the School. Once created, this Plan will be reviewed and updated by School staff, when appropriate.

B. The School will share the Plan with appropriate School staff. All staff who interact with the student on a regular basis should understand food allergies, be able to recognize symptoms, and should know what to do in an emergency.

C. With the consent of the student's parents or legal guardian, the Plan may provide a mechanism for the School to provide notice to the student's classmates and/or the parents or legal guardian of the student's classmates regarding a life threatening food allergy in the classroom.

D. The School will follow the procedures detailed in its approved Medication Administration Policy and/or Asthma Inhalers and Other Prescribed Medications policy as outlined in the Parent/Student Manual and Board Policy Manual.

# Hand-Washing Policy

Studies have shown that hand washing and personal hygiene are the most important measures a person can use to prevent illness and communicable disease. Many germs can live for long periods on tables, counters, and other hard surfaces. Hand washing with soap and warm water for a minimum of twenty (20) seconds, paying close attention to the surfaces between the fingers and on the back of the hands, is best for removing dirt and germs. The proper use of hand sanitizers is also useful in controlling the spread of germs.

Students and staff will wash their hands with soap and water;

1. After using the rest room.
2. If their hands are visibly soiled
3. If the student or staff member has encountered chemicals or other items, such as soil, in a science lab, art room, vocational facility, or other educational venue that soils hands
4 If the student or staff member encountered chemicals during cleaning the school environment
5. Before and after each task when preparing food in any class such as family science or an integrated class
6. If the student or staff member has encountered bodily fluids (e.g. blood, nasal discharge, mucous from coughing, etc.)

Hand sanitizers may be used when the student's hands are not visibly soiled and cleaning is needed from;

1. Sneezing or coughing
2. Before and after eating
3. Before and after using the computer or other items used by other students
4. In modular units, temporary classrooms or where hand washing facilities are not readily available

Hand washing signs will be posted at all rest rooms and/or hand sinks.

Soap, warm water and towels or an air dryer will be located at all hand washing areas.

# Integrated Pest Management Policy

The School desires to prevent unnecessary exposure to pesticides of students and employees and reduce the need to rely on pesticides when managing pests. It is the policy of the School to only use pesticides when pests have been identified and their presence verified. Selection of treatment options or corrective actions will give priority to least-risky actions whenever possible to provide the desired control of pests. Education of staff, students, employees, and parents about Integrated Pest Management (IPM) will be included to achieve desired objectives. When it is determined that pesticides are needed, only products registered for use in this state will be used, and they will be used only in strict accordance with the product label. Further, only individuals properly licensed by the Department of Agriculture will use pesticide products. Our policy prohibits the use of any pesticide by unlicensed staff except to control stinging insects that pose an imminent threat to human health on school grounds, or disinfectants used for routine cleaning. It will be this school policy to make the appropriate notification and posting as well as to keep records of all pesticide use and other pest control actions.

**Inspection and Monitoring by School Staff**

Annual Inspections: The IPM Coordinator (along with pest management contractor and Management Company facilities personnel) will perform a thorough inspection annually to identify problems and corrective actions needed to prevent and/or manage pest infestations. A professional pest control company will provide an annual report identifying conditions that are contributing to our pest problems, if any. The contractor will work to plan and schedule corrective actions.

Regular Pest Monitoring: For current, recent, or likely pests, a monitoring program to detect pest infestations will be established as follows:

Mice: non chemical means
Ants and Cockroaches: non chemical means

All other pests: Indoor monitoring, by visual inspection, will be done by the pest control company during school year and outdoors during spring, summer and fall months.

Reporting: Monitoring reports will be generated and kept on file in the Administrators office.

Pest Sighting Log: Pest sighting sheets will be available in the front office for teachers and staff on which they may report pest activity sightings, including the identification of the pest (if known), number seen, other evidence (such as animal droppings), date, time, and location. A 3-ring binder holding the pest sighting report sheets will be kept in the main office in an accessible location. The Administrator will check for new pest sighting reports daily.

Pest Identification: When pests are detected, the specific identification of the pest will be obtained by the pest control company.

**Inspection and Monitoring by Professional Pest Control Contractor**

The Management Company Facilities Department will meet directly with the Pest Control Contractor, Invader's Pest Control, to discuss monitoring reports. Invader's Pest Control will respond to the log complaints. If any sanitation or structural or operation changes are noted, it will be written in the log along with remedial recommendation. Specific service reports will also be placed in the log binder that documents particular actions taken by (the pest control contractor).

Staff, teachers and students will be instructed on how to log pest complaints and be given a brief overview on pest identification and the conditions that promote the pests. Pamphlets and fact sheets will be made available at the time of training and or posted on bulletin boards in specific areas such as the cafeteria and teacher's lounge.

**Pesticide Use and Storage**

The School shall retain a licensed pesticide contractor.

A copy of the product label and Material Safety Data Sheet for every pesticide product used or stored at the school will be kept in an accessible location in the main office and will be provided upon request.

All appropriate steps will be taken to ensure complete compliance with state laws prohibiting unlicensed persons from the use of all pesticide products, including products such as ant cups, insect sprays, weed killers, weed and feed lawn care products, on school properties except for emergency control of stinging insects and disinfectants used for routine cleaning.

**Non-Chemical Pest Prevention and Management**

Whenever practical, the School will use non-chemical means to control or limit pests and to minimize the use of pesticides. Along with sanitation and maintenance actions to eliminate food, water, shelter and entryways for pests, non-pesticide traps will be used to reduce pests when practicable and effective.

**School IPM Program Evaluation**

Our school IPM plan will be evaluated yearly. The Management Company Facilities Department will meet with our pest control contractor to evaluate the effectiveness of the IPM program and to develop needed improvements.

**School IPM Plan Location**

A copy of our IPM plans (including diagrams and maps of managed areas), annual and quarterly evaluations, pest contractor recommendations, and pesticide use records will be kept on file in the School's main office.

# Medication Administration

No medication will be administered by the staff at the School including asthma inhalers, except trained staff are permitted to administer anaphylaxis in emergency situations in accordance with the Food Allergy Policy and Food Allergy Action Plan.

However, pursuant to the Ohio Revised Code Section 3313.716 students are permitted to possess and use a metered dose or dry powder Asthma Inhaler to alleviate or prevent asthmatic symptoms. In addition, Ohio Revised Code Section 3313.718(B) and 3314.03(A)(11)(d) permits a student to carry and use an epinephrine auto injector to treat anaphylaxis (an intense allergic reaction) aka epi-pen.

To carry either an inhaler or an auto-injector, written approval must be obtained from the student's physician, and, if the student is a minor, from the student's parent or legal guardian.

The physician's written approval must include the following information:

1. The name and address of the student;
2. The school in which the student is enrolled;
3. The name and dose of the medication contained in the inhaler or auto injector.
4. The name of the drug and the dosage to be administered;
5. The times or intervals at which each dosage of the drug is to be administered;
6. The date the administration of the drug is to begin;
7. The date the administration of the drug is to cease (if applicable);
8. Acknowledgement that the prescriber has determined that the student is capable of possessing and using the auto injector appropriately and has provided the student with training in the proper use of the auto injector.
9. Any severe adverse reactions that should be reported to the prescriber and one or more phone numbers at which the prescriber can be reached in an emergency;
10. Special instructions for administration of the drug by the student;
11. Instructions outlining procedures to follow if the medication does not provide adequate relief;
12. A list of adverse reactions that may occur to a child for whom the medication was not intended who uses the medication;
13. And any other special instructions.

The School must have the above stated documentation provided by the physician and parent or guardian, if the student is a minor, in order to allow a student to use an asthma inhaler or epinephrine auto injector or any other necessary self administered medication.

A school employee will request assistance from an emergency medical service provider whenever a student is administered epinephrine at a public school or at an activity, event, or program sponsored by the school or in which the school is a participant. This request for medical assistance applies whether the student self-administers the medication or a school employee administers it to the student.

# Radon Protocol

The U.S. EPA ranks indoor radon among the most serious environmental health problems facing us today. After smoking, it is the second-leading cause of lung cancer in the United States causing an estimated 21,000 lung cancer deaths a year. For this reason, the Board has implemented the following radon testing policy.

### *1. New Construction*

If a new school is built, the building will be built using radon-resistant new construction (RRNC) techniques as defined by U.S. EPA's publication **Radon Prevention in the Design and Construction of Schools and Other Large Buildings [EPA 625-R-92-016, June 1994]** .

### *2. Routine Testing*

If the school was built radon resistant and initial tests are within acceptable limits, or after an initial test of an existing building that indicates radon levels are within acceptable limits, each school building will be retested at least every five years.

If a test is performed on an existing school and radon levels are found to be at or above 4.0 pCi/L, the board requires the school to develop a mitigation plan to reduce radon levels to acceptable levels.
If installation of a mitigation system is necessary, the board will require the school to employ an ODH-licensed radon-mitigation contractor to design and install a mitigation system. The building will then be required to be tested every two years.

If the building undergoes major renovation of the HVAC system or of the building structure, the building will be tested prior to the renovation and immediately upon completion of the renovation. Then the building will be required to be tested every five years, with no elevated levels, or every two years after mitigation for elevated levels.

### *3. Who can test and mitigate*

The board requires that the school will employ or use only trained school personnel or a company or individual licensed by the ODH to conduct testing in the school. If installation of a mitigation system is necessary, the school will employ an ODH-licensed radon-mitigation contractor to design and install a mitigation system. The board will appoint a designee to be responsible for coordinating, testing and mitigation, as necessary.

### *4. Reporting and Records Retention*

Upon completion of testing (and mitigation, if necessary), the school will report radon levels and specifics of the mitigation to the the board, the Sponsor, and ODH, Bureau of Radiation Protection at 246 N. High St., Columbus, Ohio 43215. Testing and mitigation records will be kept on file at [location of files] for a minimum of five years and then archived for another five years. Beyond that time, the school's regular record retention schedule will be followed.

# Search Policy

The School hereby establishes a zero-tolerance policy concerning school violence, crime, and the possession or use of firearms and weapons on school grounds or at school functions. The zero-tolerance policy is part of a comprehensive approach to reduce violence in schools. Federal Law also allows schools to take reasonable steps in an effort to provide a safe, drug-free environment for students. The goal is to allow students to learn, in a safe environment, while their respective civil rights are protected.

In conjunction with the School policies, an "Administrative Search Policy" ("the policy") is hereby established. The Administrative Search Policy permits a search of any student and/or visitor who enter the charter school facility or grounds, or any student who attends any School activity, function, or event regardless of whether the activity, function, or event is at the charter school. The administrative search authorized, pursuant to this policy, provides for the search and seizure of any firearm(s), weapon(s) and/or contraband found in possession or controlled by the individual searched, and/or in his or her possession which may include a persons automobile if parked on School property and the appropriate search parameters are met. Illegal firearm(s), weapon(s) and contraband include any item(s) that are in violation of local, state or federal law, and/or in violation of any School Code of Conduct rule, policy, or guideline.

The Administrative Search Policy is supplemented by the "Procedures for School Officials" that outlines how searches will be conducted. While this is a comprehensive policy, nothing outlined in this policy restricts or limits school officials, school police officers, school security officers, or law enforcement from searching students or visitors where reasonable suspicion or probable cause, independent of an administrative search, exists. If a metal detecting device alerts to the presence of metal during the course of an administrative search, it gives rise to reasonable suspicion. This policy also outlines searches performed when reasonable suspicion exists where an administrative search has not been conducted.

## I. Administrative Searches

### A. Introduction to Administrative Searches and General Considerations

1. The primary purpose of the metal detector searches authorized, pursuant to this policy, is to locate any firearm(s), weapon(s) and/or contraband in order to provide a safe school environment for students, teachers, staff, and administrators. The primary purpose of the searches is not to collect evidence for criminal prosecution or to penalize students. However, law enforcement authorities will be summoned and may arrest the individual while seeking criminal prosecution against an individual if a search reveals that the individual is in possession of any firearms (s), weapon(s) or contraband.

2. Administrative searches using a metal detector may be conducted randomly or may be at a set location at locations at the school facility, on the school grounds, or at locations where a School activity, function or event is held.
3. The searches will be conducted in the least intrusive manner so that individuals' rights are balanced with the requirements of this policy. Administrative searches using a metal detector may be conducted by any member of the Search Team, regardless of gender, if the Search Team member has been trained to properly conduct searches using an approved metal detector. Pat-down searches will be conducted by an individual of the same gender as the individual being searched. Under no circumstances will a "strip search" be conducted by school officials pursuant to this policy. (Security personnel and law enforcement officials shall not be limited by this paragraph and shall follow appropriate training).
4. The Search Team, including the school Administrator or designee(s), will oversee any and all metal detector searches. The school Administrator or designee(s) will be required to follow the policy with regard to administrative searches and will be required to address the discovery of firearm(s), weapon(s) or contraband as set forth within the search policy procedures.
5. The Search Team will be trained to conduct administrative and reasonable suspicion searches.
6. Nothing in the Administrative Search Policy shall limit the authority of the school Administrator, or designee(s), law enforcement, or school security officers to search an individual or an individual's possessions when reasonable suspicion or probable cause exists that the individual is in possession of an illegal firearm(s), weapon(s) or contraband.
7. All students and legal guardians are required to sign a written acknowledgement, prior to attending school, concerning this policy in addition to the School Student/Parent Contract. The acknowledgement will provide written notice to the student(s), parent(s) and legal guardian(s).
8. Signs will be posted at the school facility notifying students and visitors that any student or visitor is subject to random administrative searches.

**B. <u>Administrative Searches</u>**

1. All students and visitors entering the School facility or grounds or any student in attendance at any School activity, function, or event regardless of whether the activity, function, or event is at the School facility or grounds are subject to a walk-through and/or hand-held metal detector search for firearms, weapons, and/or contraband. The determination as to the random searches of students and visitors will be made pursuant to the procedures for conducting metal detector searches. The search will be random and will use a neutral and even-handed criteria for determining individuals subject to the search.
2. No student or visitor shall be selected to be searched based solely upon his/her gender, race, ethnicity, physical appearance, manner of dress, or association with any particular group of persons.

3. Pursuant to the administrative search policy, school officials are prohibited from selecting a specific individual(s) to be searched without reasonable suspicion that the individual is in possession of a firearm, weapon, and/or contraband. This policy may not be used as a pretext to "single out" a particular individual or group of individuals.
4. Searches will be performed on random days, times, and locations. Advance notice of a search will not be provided.
5. Students and visitors to be searched will be advised that an administrative search is being conducted; will be advised of the procedures; and will have the opportunity to ask questions prior to the search.
6. Students and visitors may refuse to submit to the search.
7. No student/visitor selected to be searched will be allowed to enter or remain in the facility or on the grounds if the individual does not submit to the search. School officials should immediately advise the school police officer or security officer and contact law enforcement when an individual objects to an administrative search.
8. The individual to be searched will be asked to remove any firearm(s), weapon(s), and/or contraband from his/her person or personal possessions before the search. These items will be placed in a designated container or space, in public view, until the search is completed. Any firearm(s), weapon(s), and/or contraband removed for the search will be confiscated and seized by the school police officer or security officer.
9. Subsequent to the removal of items referenced above, students and visitors will be searched with a hand-held metal detecting device. For each individual searched, there will be a body scan for any firearms, weapons, and/or contraband. Any personal possessions (i.e., backpacks, briefcases, bags and containers) of the individual will also be scanned for firearms, weapons, and/or contraband.
10. Reasonable efforts will be made to avoid bodily contact with the individual being searched and the device.
11. If the hand-held metal detector alerts during the body scan, the school official conducting the scan will direct the individual being searched to remove any remaining metal objects from his or her person or possessions and place the item(s) in the designated container. Any firearm(s), weapon(s), and/or contraband removed will be confiscated and seized by the school police officer or security officer. The school official will then conduct a second scan.
12. If the metal detector alerts to the presence of metal during the second scan, the individual will be subject to a pat-down search. This expanded search will be based on reasonable suspicion and include a limited pat-down of the area for which the device was activated. The search will be further expanded should the pat-down, or some other grounds for reasonable suspicion, indicate a concealed firearm(s), weapon(s), and/or contraband may be in the possession of the individual. Expanded or more intrusive searches will be conducted as outlined pursuant to the Reasonable Suspicion Searches section of this policy.

13. Any weapon(s) and/or contraband will be confiscated and seized by the school police officer or security officer. Any item(s) confiscated during the search will subject the individual possessing the item(s) to discipline pursuant to school policy. Additionally, the student and/or visitor will be subject to criminal prosecution, including arrest, detention, and incarceration.
14. Any item(s) that is not prohibited as a firearm(s), weapon(s) and/or contraband will be returned to the individual at the conclusion of the search. A school official shall have the sole discretion with regard to making the determination that the item(s) does not pose any threat to the health and/or safety of individuals within the facility and/or grounds.
15. If a student or visitor is subject to a medical condition, or pregnancy, that prevents or inhibits the use of a metal detector, the individual will be required to present proper documentation to the school Administrator or designee(s) when enrolling at the School or prior to an administrative search. If a student who is subject to an administrative search fails to provide proper documentation, the student will not be excused from an administrative search. This documentation will be verified and kept on file by the school Administration. Documentation will be valid for the current academic year, for the duration of the medical condition or pregnancy, or if the student or visitor has a terminal or permanent condition, until the end of the current academic year. For individuals providing proper documentation for a valid medical reason, administrative searches will be conducted pursuant to a pat-down search.

## II. Reasonable Suspicion Searches

### A. Introduction to Reasonable Suspicion Searches and General Considerations

1. Reasonable suspicion depends on the information and observations available to the school official in determining whether there is reasonable suspicion to conduct a search. Reasonable suspicion depends on both the content of information possessed by a school official and its degree of reliability. Both factors, the quantity and quality of the information and the degree of reliability, are considered with regard to the totality of the circumstances. All available information must be considered when evaluating whether there is reasonable suspicion to conduct a search. Thus, if the information available has a relatively low degree of reliability, more information will be required than if the information were more reliable.
2. Reasonable suspicion may exist independent of an administrative search. School officials may conduct searches of any student, at any time, if reasonable suspicion exists that the individual is in possession of a firearm(s), weapon(s), and/or contraband. Where reasonable suspicion is developed concerning the possession of a firearm(s), weapon(s) and/or contraband, an expanded or more intrusive search is necessary via a pat-down search.
3. Prior to conducting the search, the school Administrator or designee(s), overseeing the search, will request the student sign a Consent to Search Form.

If the student refuses to consent, school officials retain the authority to conduct a search even though the student does not execute a consent form. The student is subject to discipline, including expulsion, for the failure to consent to a search. The search will be limited to the basis of reasonable suspicion, i.e., information and/or observations obtained with regard to the individual's possession of a firearm(s), weapon(s), and/or contraband. Failure of a student to consent may result in discipline, pursuant to the policy.

4. When there is reasonable suspicion that an individual is in possession of a firearm(s), weapon(s), and/or contraband, school officials will contact the school police officer or security officer to conduct the search.
5. During the search, if other illegal contraband is found, the item(s) will be confiscated and seized by the school police officer or security officer. The individual possessing a firearm(s), weapon(s), and/or contraband will be subject to the discipline pursuant to school policy.

**B. <u>Reasonable Suspicion Search Procedure</u>**

1. A search based on reasonable suspicion involves a pat-down of an individual and/or a physical inspection of the individual's possessions.
2. The pat-down search will be conducted at the school facility or on school grounds in an area a safe distance from other students. If the search is to be conducted at a school activity, event, or function, the search will be conducted in an area a safe distance from other individuals. The search will be conducted by a school official, school police officer, or security officer of the same gender as the individual being searched, whenever possible. All searches will be witnessed by school official(s), in addition to the school official, school police officer, or security officer conducting the search.
3. Where a reasonable suspicion search is conducted as the result of a metal detector activating, the search shall be conducted only in the area of the body for which the device alerted. The search will include patting-down the exterior of the individual's clothing for the limited purpose of discovering the item(s) which may have caused the metal detector to alert to the presence of metal. If the device alerts to the individual's personal possessions, the possessions will be inspected and opened to determine the presence of a firearm(s), weapon(s), and/or contraband.
4. If the school official, school police officer, or security officer conducting the search observes or feels an object which may have caused the metal detector to alert, and there is a reasonable belief that the object may be a firearm(s), weapon(s), and/or contraband, the school official, school police officer, or security officer conducting the search will ask the individual being searched to remove the item(s). If the individual refuses, the school official, school police officer, or security officer has the authority to remove the item from the individual's person or possessions without consent.
5. If the item(s) removed is determined to be what caused the metal detector to alert the search will cease, unless reasonable suspicion still exists. If

reasonable suspicion exists sufficient to continue the search, the search will continue.

6. If the item(s) removed is determined to be what caused the metal detector to alert to the presence of metal, the search will cease. No further reasonable suspicion will exist. The individual and/or his/her possessions will then be re-scanned with the metal detector. If the device alerts again, the individual or his/her possessions will be subject to an additional search. If the device does not alert again, the search is complete.
7. If the removed item is a firearm(s), weapon(s), and/or contraband, it will be confiscated and seized by the school police officer or security officer. Any item(s) confiscated during the search will subject the individual possessing the item(s) to discipline pursuant to school policy. Additionally, the student and/or visitor will be subject to criminal prosecution, including arrest, detention, and/or incarceration.
8. Any item(s) that is not prohibited as an illegal firearm(s), weapon(s), and/or contraband will be returned to the individual at the conclusion of the search. A school official shall have the sole discretion with regard to the determination that the item(s) do not pose any threat to the health or safety of individuals within the facility and/or grounds.

# Vehicle Idling Policy

**Applicability:**

The School does not own or operate any district-owned and/or contracted school buses; however, the following policy will be implemented for any vehicle on school property.

**Rationale**

Diesel exhaust from idling vehicles can accumulate in and around the vehicle and school and pose a health risk to children, drivers and the community at large. Exposure to diesel exhaust can cause lung damage and respiratory problems. Diesel exhaust also exacerbates asthma and existing allergies, and long-term exposure is thought to increase the risk of lung cancer. Idling vehicles also waste fuel and financial resources.

**Purpose**

Eliminate all unnecessary idling by vehicles such that idling time is minimized.

**Guidance**

1. When vehicles arrive at loading or unloading areas to make deliveries to the school they should turn off their vehicles as soon as possible to eliminate idling time and reduce harmful emissions. The vehicle should not be restarted until it is ready to depart and there is a clear path to exit the pick-up area. Exceptions include conditions that would compromise passenger safety, such as:

    A. Extreme weather conditions

    B. Idling in traffic

2. Buses should not idle while waiting for students during field trips, extracurricular activities or other events where students are transported off school grounds.

3. All service delivery vehicles shall turn off the engines while making deliveries to school buildings.

Board Approved 1/29/2011

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# Non-Discrimination Policy

The Academy recruits students of any race, creed, gender, disability or ethnic origin to all its rights, privileges, programs and activities. In addition, the school will not discriminate on the basis of race, creed, gender, disability or ethnic origin in the administration of its educational programs and extracurricular activities.

Board Approved 1/29/2011

GOVERNING AUTHORITY APPROVAL PENDING

# Admission Policy

Preference of admission will be given in the following order:

- Returning students;
- Siblings of returning students (if space is available); and
- New students (if space is available).

When demand exceeds available seats, admissions will be determined by a lottery of all applicants in a given category.

Registration and enrollment are two steps, but different steps, in the process of becoming a student at the Academy.

Registration initiates the first step in the two-step process. By registering, the parent/guardian expresses a desire to have his/her child attend the Academy. It does not mean the child will be enrolled in the Academy.

Parents/Guardians express the desire to have their child attend by:

- Completing and submitting the Registration Form;
- Submitting copies of the child's:
  - Birth Certificate;
  - Social Security Card;
  - Current Immunization Record; and
  - Proof of Residence (e.g., utility bill, bank statement, lease agreement, or voter registration)

The second step is enrollment. After the period for re-enrollment for returning students and enrollment for siblings (for Academies open for the second year or more) is completed and the lottery process is completed, enrollment can begin. The child is not officially a student of the Academy until the second ($2^{nd}$) step of enrollment is completed.
The child is enrolled when:

- All of the registration steps are complete;
- The Enrollment Packet is completed and submitted; and
- Grade placement is assigned.

# Enrollment Policy

The school will provide learning opportunities to a minimum of twenty-five students for a minimum of 920 hours per school year.

Enrollment of students shall comply with the admissions procedures specified in sections 3314.06 and 3314.061 of the Revised Code and, at the sole discretion of the Board of Directors, the School shall permit the enrollment of students who reside in any other district in the state.

# Withdrawal Policy

Parents/Guardians withdrawing children from school are asked to give the Academy at least one week's notice. A withdrawal form will need to be signed. This signed form gives official notice of the child's withdrawal. Except as is required by law, records will not be released until a Release of Information form is completed by the legal parent/guardian. In addition, all outstanding fees, academic records or obligations must be met, including return of all textbooks/electronics.

# Attendance

Regular attendance and punctuality are essential for success in school and necessary for success later in life. Each student at the Academy has the responsibility to attend all classes regularly and to be on time.

The required attendance of children shall conform to the minimum standards prescribed by State law. Therefore, absences from school should be only for illness or an emergency. In case of absence from school:

- The parent/guardian must notify the school prior to the beginning of the school day from which his/her child will be absent. Calls are to be made to the Academy office. Parents who do not call the school will be called at home or work to verify the absence;

- Any student who needs early dismissal must bring a note signed by the parent/guardian. The note must indicate who would pick up the child. Parents or a designated adult will be required to sign the child out when they leave and then sign in if they return for the remainder of the school day. A sign-in/sign-out sheet is located in the Academy office;

- All students reporting to school after the Academy's school day begins will be considered tardy. Tardiness is a violation of the Code of Conduct and may lead to disciplinary action which could include suspension or expulsion;

- Students must be in their assigned classroom by the start of school day. Just being "in school" or "hanging around" in the restrooms, gym, or the halls is not what is meant by being ready for school and in the classroom. Students using such an excuse will be marked tardy;

- While permission will be given to keep a dental/doctor appointment during school hours, parents are encouraged to make these appointments for times other than class hours, if at all possible. Every tardy or absence slows the progress of a child's development;

- Both "excused" and "unexcused" absences are counted toward the maximum allowable absences. The distinction is made between "excused" and "unexcused" absences for the purpose of determining whether or not a student may have the opportunity to make-up class work and whether or not disciplinary action is in order; and

- The State of Ohio sets 1/10 of the school year as the allowable absences before a student may be retained in his/her present grade level for absenteeism; thus, translating to about seventeen (17) days of absences. The Academy may retain for absenteeism after the student has missed seventeen (17) or more school days.

- As per State Law, a student will be automatically withdrawn from school if the student does not have a legitimate excuse (see below "excused" absence from class) and fails to

participate in one hundred five (105) consecutive hours of the learning opportunities offered to the students.

The term "excused" will refer to any absence from a class based on the following:

- Personal illness;
- Doctor/Dental appointment;
- Death of a relative;
- Family emergency;
- Religious observance; and/or
- Other as deemed by the building Administrator.

The term "unexcused" will refer to any absence from a class based on the following:

- Truancy;
- Personal appointments (e.g., hairdresser);
- Family vacations
- Oversleeping; and
- Other situations as appropriately deemed by the building Administrator.

NOTE: Any authorized Academy function (e.g., field trips) will not be considered an absence.

The term "truancy" will refer to any of the following:

- Leaving school without permission;
- Being absent from school without a parent's/guardian's knowledge;
- Being absent from class without permission;
- Obtaining a pass to go to a specified place/area and failing to report there; and/or
- Coming to school, but not attending class.

# Suspension and Expulsion

Rules of suspension and expulsion must follow due process mandates.

Suspension

- The building Administrator or Assistant Administrator can suspend a child.
- No suspension shall exceed ten (10) school days;
- The Administrator must give written notice of the intention to suspend and the reasons why to the student. The student will be asked to sign this notice. If he/she chooses not to properly sign, then the Administrator shall so indicate that, in writing, on the form, and also have a staff member verify the same, in writing, on the same form;
- The student must be given the right to appear at an informal hearing before the Administrator, and has the right to challenge the reasons for the intended suspension or otherwise explain his/her actions;
- A written notice of suspension must be sent or given within one school day to the parent, guardian, or custodian of the student. The notice must contain the reasons for the suspension and the right of the student to appeal the suspension; and
- A parent/guardian has the right to appeal the suspension, which must be submitted, in writing, to the building Administrator within fourteen (14) calendar days of the written notice of suspension. The Administrator shall immediately forward this written appeal to the appeals officer assigned by White Hat Management as the Board of Director's designee.

Note: A student under an out of school suspension shall not have permission to make up all academic work.

Expulsion

- Only the building Administrator can expel a student.
- The building Administrator must provide the student and the parents/guardian written notice of the intent to expel; The notice is to state the time and place to appear which must not be less than three (3) days or later than five (5) days after the notice of intent to expel was given to the student and parents.
- The building Administrator may grant an extension of time. If granted, the Administrator must notify all parties, in writing, of the new time and place for the meeting;
- The written notice is to include reasons for the intended expulsion;

- The student and parent (and representative if desired) must have an opportunity to appear, on request, before the building Administrator to challenge the expulsion, or to otherwise explain the student's actions that led to the intended expulsion;

- The parent/guardian may be given the opportunity to withdraw the student before expulsion takes place. It should be noted, however, that when such student is withdrawn, the expulsion process must continue to be followed to its conclusion;

- The letter of expulsion is sent;

- Within one (1) school day, the Administrator shall notify the Enrollment Coordinator, in writing, of the expulsion.

- The parent/guardian has the right to appeal the expulsion, which must be submitted, in writing, to the building Administrator within fourteen (14) calendar days of the written letter of expulsion. The Administrator shall immediately forward this written appeal to the appeals officer assigned by White Hat Management as the Board of Director's designee.

**Emergency Removal**

The building Administrator may perform an emergency removal of a student from curricular or extra-curricular activities or from the grounds if a student's presence poses a threat and/or danger to any person or property, or if the student's presence poses an on-going disruption to the educational process. This removal may be done without immediate notice or hearing.

If the removal leads to a suspension any student so removed shall be given written notice and provided with a hearing within three (3) school days after removal as defined in the Suspension section above. If it is probable that the student is going to be recommended for expulsion, the expulsion process shall be conducted in accordance within the Expulsion section noted above.

# Dress Code Policy

All students are expected to come to school in clean and properly fitting uniforms with their hair styled neatly and with proper hygiene. Daily personal grooming is important. Pride in one's appearance is the first step in gaining self-esteem and confidence. Parents will be contacted if a student is out of uniform or comes to school poorly groomed.

The student dress code is an important part of the school program and philosophy. In making the choice to attend the School, the student (with parent support) agrees to follow all dress code requirements. The dress code is not an option for the student or parent. Not choosing to follow the dress code may lead to suspension or expulsion.

The teacher and instructional aide are the prime enforcers of this policy. Occasionally, the building Administrator may have a building "dress-down" day when students and staff may dress down (in reasonable fashion).

The student dress code is as follows:

Girls

- White or blue polo style or collared blouse (long or short sleeve); includes undergarments (e.g., t-shirts)
- The above-mentioned shirt must remain "tucked-in" at the waist;
- Navy blue or black skirts, skorts, jumpers, or slacks. Skirts, skorts, and jumpers must be knee length. No floor length dresses, jeans, sweat pants, cargo pants, or overalls; uniform shorts may be worn during the months of April through September only;
- Black or brown belts must be worn with slacks with belt loops.
- Dress shoes - No deck shoes, moccasins, sandals or boots;
- Black, blue, or white socks and tights;
- Studs for earrings (one per ear) and wristwatches are permitted; otherwise no other jewelry (including body piercing jewelry) of any kind, is permitted;
- No make-up of any kind; and
- Objectionable writing or pictures are not permitted on any clothing - No see- through clothing of any kind.

Boys

- White or blue polo style or collared dress shirt (long or short sleeve); includes undergarments (e.g. t-shirts)
- The above-mentioned shirt must remain "tucked-in" at the waist;
- Navy blue or black slacks, NO jeans or sweat pants, cargo pants, or overalls; uniform shorts may be worn during the months of April through September only;
- Black or brown belts must be worn with slacks with belt loops.
- Dress shoes - No deck shoes, moccasins, sandals or boots;
- Black, blue or white socks;
- Studs for earrings (one per ear) and wristwatches are permitted; otherwise no other jewelry (including body piercing jewelry) of any kind for any reason is permitted; and
- Objectionable writing or pictures are not permitted on any clothing --- No see-through clothing of any kind.

Boys and Girls

- White or Blue color turtlenecks, cardigans or pullover sweaters are allowed - no sweatshirts or hoodies;
- Each child's name should be written on the inside of all clothing, coats, book bags, and shoes;
- Students may not come to school with unusual "fad" haircuts or coloring. No designs may be cut into the hair. Natural haircuts are the accepted style. Boys' hair must be cut above the collar of the shirt. All hairstyles must be neat and clean; and
- Tattoos must be covered at all times.

Boys and Girls Physical Education Class Dress Code

All grades:

- Tennis shoes.

Grades 5 – 12:

- Shorts for gym class must be navy blue or black (knee length). No short shorts; and
- Plain white, blue, or Academy approved t-shirt.

# Anti-Discrimination and Harassment Policy

Federal and State laws prohibit discrimination based on race, sex, age, religion, national origin or disability. Discrimination on the job, including harassment, is prohibited by the School. Harassment is any form of hostility, conduct or language that alters the conditions of the victim's employment AND which creates a hostile, intimidating or offensive working environment. Additionally, sexual harassment can consist of unwelcome sexual advances, intentional and unwelcome touching, verbal remarks and requests or demands for sexual favors. The prohibition against harassment is applicable to all employees of the School, which includes all staff members, teachers, principals, managers and officers.

## Employees Must Report Harassment

Any employee who believes he or she has been harassed, or has been subjected to a hostile work environment, must report it to the Principal/Administrator. If the employee is unable, or does not wish to report the matter to the Principal/Administrator for any reason, he or she should report to the Business Manager. The report will be kept confidential except to the extent necessary to complete the investigation. In order to assure that the facts are accurately understood by the person receiving the report, the Principal/Administrator or Business Manager will put it in written form. The Complainant will be asked to acknowledge the accuracy of the facts or to correct the statement to accurately describe the complaint.

## Resolution of Complaints

The results of the investigation will be discussed with the complaining employee. If it is determined that there has been harassment or that there is a hostile work environment, the Principal/Administrator or Business Manager will discuss the procedure for resolving the complaint with the employee.

If there is a situation in which an employee believes he or she is being physically threatened, it should be reported to the nearest supervisory person and temporary protection against the harassment or hostility will be provided.

No employee will be retaliated against for reporting sexual harassment or a hostile work environment.

## The Importance of Reporting Harassment or Discrimination

No employee should be a victim of harassment or a hostile work environment. It is important that every employee who believes he or she is a victim to report harassment or discrimination to allow the School the opportunity to investigate the situation and take appropriate actions. If harassment or discrimination occurs, and it is not addressed by the School, the seriousness of the policy may be misunderstood. It takes the complete

cooperation of our entire staff to maintain a fair and non-discriminatory place to work regardless of race, sex, age, religion, national origin or disability.

# Weapons Policy

No student at any time, for any reason shall possess, handle, transmit, or use any object, which can be reasonably considered a weapon or considered a "look alike" weapon in or on property of an Academy, school bus, or any Academy-sponsored activity held away from the School property.

# Drug-Free Policy

In accordance with federal law, the School prohibits the use, possession, concealment, or distribution of drugs by students on the School grounds, in the school building, on school buses, or at any School related event. Drugs include any alcoholic beverage, anabolic steroid, and dangerous controlled substance as defined by state or federal statute, or any substance that could be considered a "look alike" controlled substance. Compliance with this School policy is mandatory for all students. Any student who violates this policy will be subject to disciplinary action, in accordance with due process and as specified in the Student Code of Conduct listed in the Parent/Student Manual, up to and including expulsion from the School. When required by state law, the School will also notify law enforcement officials.

# Missing Children Policy

At the time of initial entry to school, a student, or if the student is a minor, a parent or guardian shall present to the person in charge of admission any records given by the public or nonpublic elementary or secondary school the pupil most recently attended; a certified copy of an order or decree, or modification of such an order or decree allocating parental rights and responsibilities for the care of the pupil and designating a residential parent and legal custodian of the pupil, a certification of birth, a comparable certificate or certification issued pursuant to the statutes of another state, territory, possession, or nation, or a document which is acceptable in lieu of a certificate or certification, such as:

- A passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child;
- An attested transcript of the certificate of birth;
- An attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child;
- An attested transcript of a hospital record showing the date and place of birth of the child;
- A birth affidavit.

Within twenty-four hours of the entry into the school of a pupil described, a school official shall request the pupil's official records from the public or nonpublic school the pupil claims to have most recently attended. If the school indicates that it has no record of the pupil's attendance or the records are not received within fourteen days of the date of request, or if the pupil does not present certification as outlined above; the Administrative officer of the school shall notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.

Whenever an order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child, including a temporary order, is issued resulting from an action of divorce, alimony, annulment, or dissolution of marriage, the residential parent of the child shall notify the school of those allocations and designations by providing a certified copy of the order or decree that made the allocation and designation. Whenever there is a modification of any order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child that has been submitted to a school, the residential parent shall provide a certified copy of the order or decree that makes the modification.

If, at the time of a pupil's initial entry to school, the pupil is under the care of a shelter for victims of domestic violence, the pupil or his parent shall notify the school of that fact. Upon

being so informed, the school shall inform the elementary or secondary school from which it requests the pupil's records of that fact.

Informational programs relative to missing children and a fingerprinting program are provided through the office.

# Reporting Child Abuse/Neglect

When a teacher or any staff member suspects abuse or neglect, they should first notify the building Administrator. Then the teacher or staff member should call the local reporting agency in the presence of the Administrator. The teacher or staff member will document the notification. The school nurse and/or family advocate will be notified, if appropriate. If the family contacts the school about the report, they need to be told to contact the agency handling the matter. The teacher or staff member is not to discuss the report in any way with the accused, other interested parties, School personnel, or with other staff members. All reports are to be confidential.

# Wellness Policy

With the passing of the Child Nutrition and Women, Infants, and Children (WIC) Reauthorization Act of 2004 by Congress, the school recognizes the role it can plan in building nutrition knowledge and skills in children to promote healthy eating and physical activity choices. This law requires local education agencies participating in a program authorized by the National School Lunch Act or the Child Nutrition Act of 1966 to develop a local wellness policy. The objectives of the wellness policy are to improve the school nutrition environment, promote student health, and reduce childhood obesity.

The main goal of nutrition education is to influence student's eating behaviors. Healthy eating patterns are essential for students to achieve their full academic potential, bull physical and mental growth and lifelong health and well-being. Healthy eating is demonstrably linked to reduced risk for mortality and development of many chronic diseases. Schools and school communities have a responsibility to help students acquire the knowledge and skills necessary to establish and maintain lifelong healthy eating patterns.

Schools also have a responsibility to help students establish and maintain lifelong habits of being physically active. According to the U.S. Surgeon General, regular physical activity is one of the most important things people can do to maintain and improve their physical health, mental health, and overall well-being. Regular physical activity reduces the risk of premature death in general and of heart disease, high blood pressure, colon cancer, and diabetes.

The purpose of this policy is to ensure a total school environment that promotes and supports student health and wellness, helps to reduce childhood obesity, and meets the requirements of the Child Nutrition and WIC Reauthorization Act of 2004. These requirements include, but are not limited to the following:

- Goals for nutrition education, physical activity and other school-based activities designed to promote student wellness;
- Nutrition guidelines for all foods available during the school day;
- A plan for measuring implementation including designating one or more persons charged with operational responsibility; and
- Involving parents, students. School food service providers, the school board, school administration, and the public in developing a wellness program

# Asthma Inhalers and Other Prescription Medication

Per the Ohio Revised Code Section 3313.716 students are permitted to possess and use a metered dose or dry powder Asthma Inhaler to alleviate or prevent asthmatic symptoms. In addition, the Ohio Revised Code Section 3313.718(B) and 3314.03(A)(11)(d) permits a student to carry and use an epinephrine injector to treat anaphylaxis (an intense allergic reaction) aka epi-pen. Written approval must be obtained from the student's physician, and, if the student is a minor, from the student's parent.

The physician's written approval must include the following information:

- The name and address of the student;
- The school in which the student is enrolled;
- The name and dose of the medication contained in the inhaler or auto injector;
- The name of the drug and the dosage to be administered;
- The times or intervals at which each dosage of the drug is to be administered;
- The date the administration of the drug is to begin;
- The date the administration of the drug is to cease (if applicable);
- Acknowledgement that the prescriber has determined that the student is capable of possessing and using the auto injector appropriately and has provided the student with training in the proper use of the auto injector;
- Any severe adverse reactions that should be reported to the prescriber and one or more phone numbers at which the prescriber can be reached in an emergency;
- Special instructions for administration of the drug by the student;
- Instructions outlining procedures to follow if the medication does not provide adequate relief;
- A list of adverse reactions that may occur to a child for whom the medication was not intended who uses the medication;
- And any other special instructions.

The Academy must have the above stated documentation provided by the physician and parent or guardian if the student is a minor in order to allow a student to use an Asthma Inhaler or epinephrine auto injector or any other necessary self administered medication.

The student may self-administer the medication or, in an emergency situation a school employee may administer it to the student. The school employee will request assistance from an emergency medical service provider whenever a student is administered epinephrine at a public or chartered nonpublic school or at an activity, event, or program sponsored by the school or in which the school is a participant.

The Academy nurse and/or health aide will administer all medication when possible.

# Child Find

The Academy is participating in an effort to assist the State of Ohio in identifying, locating, and evaluating all children who may have disabilities that may be hindering their ability to receive FAPE (Free and Appropriate Public Education).

School districts across the State of Ohio are also participating in this effort to identify disabilities such as hearing impairments, visual impairments, speech or language impairments, specific learning disabilities, emotional disturbances, multiple disabilities, cognitive impairments, physical impairments, autism, traumatic brain injury, and other health impairments.

We are committed to affording all children their right to a free and appropriate education, regardless of any disability a child may have. However in order to accomplish this, we must know that a need is present.

The Academy is interested in meeting the needs of children with disabilities. If you know a child who may have disabilities, contact the school for more information.

# Internet Safety Policy

The use of technology is a privilege and an important part of the School's overall curriculum. The School will, from time to time, make determinations on whether specific uses of technology are consistent with School policies for students and employees of the School but does not warrant that the technology resources will meet any specific requirements of the student or other users, or that it will be error free or uninterrupted. The School always reserves the right to monitor and log technology use, to monitor file server space utilization by users, and examine specific network usage (as may be deemed necessary) for maintenance, safety or security of the technology resources or the safety of the user.

It is the policy of the School to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity and damage to school resources; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act (CIPA) [Publ. L. No. 106-554 and 47 USC 254(h)].

**Access to Inappropriate Material**
To the extent practicable, technology protection measures (or "Internet filters") are used to block or filter Internet access to, or other forms of electronic communications containing, inappropriate information. Filtering, or blocking, is applied to visual depictions of material deemed obscene, child pornography, or to any material deemed harmful to minors, as defined by the Children's Internet Protection Act. The filter serves to block minors from accessing inappropriate matter on the Internet and the World Wide Web.

The technology protection measures may be disabled only for bona fide research or other lawful purposes. Disabling technology protection shall only be performed by a member of the White Hat Management Information Technology Team or its designated representatives.

Additionally, it shall be the responsibility of all members of the staff to supervise and monitor usage of the online computer network and access to the Internet and ensure that the same is in accordance with this policy. By using the filter program as well as staff monitoring student use, the School is attempting to provide a safe and secure medium by which students can use the Internet, World Wide Web, electronic mail, chat rooms and other forms of direct electronic communications.

To the extent reasonable, steps are taken to promote the safety and security of users of the School online computer network. Other inappropriate network usage that the School intends to eliminate includes:

- Unauthorized access, including so-called 'hacking,' and other unlawful

activities; and
- Unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

**By signing the Parent/Student Contract Page at the end of the Parent/Student Handbook, the parent and student agree:**
- To abide by all School policies relating to the use of technology;
- To release all School employees from any and all claims of any nature arising from the use or inability to use the technology;
- That the use of technology is a privilege; and
- That use of the technology will be monitored and there is no expectation of privacy whatsoever in any use of the technology.

**The parent/student further agrees and understands that the user may have his/her privileges revoked or other disciplinary actions taken against them for actions and/or misuse such as, but not limited to, the following:**
- Altering system technology, including but not limited to, software or hardware;
- Placing unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages;
- Obtaining, viewing, downloading, transmitting, disseminating or otherwise gaining access to or disclosing materials the School believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable.
- Using technology resources for commercial, political, or other unauthorized purposes since the School technology resources are intended only for educational use;
- Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users;
- Disrupting technology through abuse of the technology, including but not limited to, hardware or software;
- Malicious uses of technology through hate mail, harassment, profanity, vulgar statements, or discriminating remarks;
- Interfering with others' use of technology;
- Installation of software without consent of the School;
- Allowing anyone else to use an account other than the account holder; and
- Other unlawful or inappropriate behavior;

**The user also acknowledges and agrees that he/she is solely responsible for the use of his/her accounts, passwords, and/or access privileges, and that misuse of such may result in appropriate disciplinary actions (including but not limited to suspension or expulsion), loss of access privileges, and/or appropriate legal action.**

The user must also know and further agrees that:
- Should the user transfer a file, shareware, or software that infects the

technology resources with a virus and causes damage, the user will be liable for any and all repair costs;

- The user will be liable to pay the cost or fee of any file, shareware, or software transferred or downloaded, whether intentional or accidental;
- Should the user intentionally destroy information or equipment that causes damage to technology resources, the user(s) will be liable for any and all costs; and
- Violation of this Internet Safety Policy is also a violation of the School Code of Conduct and may result in any in other scholastic disciplinary action, other than those specifically set forth above, including but not limited to suspension or expulsion.

**Definitions**

CIPA defines the above referenced terms as follows: A minor is anyone under the age of 17.

"Technology Protection Measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

1. Obscene, as that term is defined in section 1460 of title 18, United States Code;
2. Child Pornography, as that term is defined in section 1226 of title 18, United States Code; or
3. "Harmful to minors" means any picture, image, graphic image file or other visual depiction that:
   a) Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex or excretion;
   b) Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
   c) Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

"Sexual act" and "sexual contact" have the meanings given such terms in section 2246 of title 18, United States Code.

# Student Records Policy

The School will allow access to records in accordance with the Family Educational Rights and Privacy Act (FERPA) of 1974 as pertaining to release of records. In compliance with FERPA, parents have the right to inspect student records. Parents are required to submit their request to inspect student records in writing to the Administrator to allow him/her to schedule a reasonable and appropriate time and date for the parent to review the record. Records will be provided for parental inspection only under the direct supervision of Administrator or his/her designee. The School must comply with the parent's request for inspection within forty-five (45) days. Copies of records only will be provided as required under FERPA.

Parents have the right to request corrections to student records. Requests for corrections must be submitted in writing to the Administrator in a letter that includes the basis for such correction. Parents have the right to a response to reasonable requests for explanations and interpretations of the records. Parents also have a right to obtain copies of the records or make other arrangements where circumstances would effectively prevent the parent or student from exercising the right to inspect.

Parents and students eighteen or older (or a former student eighteen or older) have the right to request a school to amend information contained in the student's records that is deemed inaccurate, misleading, or violation of the student's privacy or other rights.

1. Parents and students eighteen and older must submit requests for correction in writing to the Administrator in a letter that includes the basis for such correction.
2. The Administrator must respond to the request in writing or in person within fourteen (14) days of receipt as to whether or not the school will comply with the request.
3. If the school refuses to amend the record, it must inform the requesting parent or student and advise him/her of the right to a hearing.
4. The parent or student can then request a hearing in writing to the Chairperson of the Board of Directors.
5. The Chairperson responds to the hearing requests in writing within thirty (30) days.
6. Hearings will be scheduled for the Board meeting that immediately follows the date of the Chairperson's response and the requesting parent or student must be given notice of the date, place, and time of the hearing.
7. Regardless of the decision whether or not to change the record, the decision must be put in writing and must include a summary of the evidence presented and reasons for decision.
8. If the school determines that the record in question should be amended, the school must do so and notify the parent or student in writing.
9. If the school determines that the record in question should not be amended, the school must inform the parent or student of the right to place in the student's records a statement commenting upon the challenged information and/or setting forth any reasons for disagreeing with the school's decision.

Parents have the right to file a complaint with the Department of Education if they think the school is not complying with the federal laws or regulations regarding student records.

## Non-Custodial Parent Records Access and Release

The Life Skills Center will only give access to or release records to parents who have a legal right to the records of their child. If a parent has ever been to court for custody, those court documents must be on file with the school. Both custodial and non-custodial parents have equal access to the following unless there is a court order to the contrary:

- Cumulative file (including the Enrollment file, Academic file, Vocational file, Title One file, and Graduation file);
- Health records;
- Psychological records;
- Parent conferences and lab observations.

Only the custodial parent can have access to Due Process where the child is classified as being handicapped and only the custodial parent can make decisions about the child.

Students over the age of eighteen (18) may deny the disclosure of school records to parents or guardians.

The stepparent does not have access to the stepchild's records unless the stepparent has adopted the child, the natural parent has given power of attorney, or the natural parent himself/herself shows the record to the stepparent.

# Eye Protective Devices

Every student and teacher of an Academy shall wear industrial quality eye protective devices at all times while participating in or observing any of the following courses. Vocational, technical, industrial arts, chemical, physical, or combined chemical-physical educational activities, involving exposure to:

- Hot molten metals or other molten materials
- Milling, sawing, drilling, turning, shaping, cutting, grinding, buffing, or stamping of any solid materials
- Heat treatment, tempering, or kiln firing of any metal or other materials
- Gas or electric arc welding or other forms of welding processes
- Repair or servicing of any vehicle
- Caustic or explosive materials
- Chemical, physical, or combined chemical-physical laboratories involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other hazards

# Parental Concerns Policy

Parents/Guardians who wish to express concerns should contact the building Administrator. Classroom issues should be initially addressed with the classroom teacher through a scheduled appointment. If a meeting is scheduled to discuss the concern, persons in attendance must conduct themselves civilly. It is expected that concerns will be expressed in a professional manner. Disruptive or threatening behavior may result in an action to protect school personnel, such as reporting the incident to the police and/or prohibiting the parent or guardian from entering school property at any time.

# Parents' Right to Know Teacher Qualifications

Parents may request the following regarding their child's teacher(s):

- Licensure and certification information
- Emergency or provisional status
- Educational background
- Qualifications of Instructional Aides (if applicable)

# PARENT INVOLVEMENT POLICY

Our Title I program will foster and enhance parent-involvement in our school. The goal of the Academies is to involve parents in their children's learning and to form an open line of communication between school and home. This will be accomplished through the following policies:

1. Information. Our parents are informed about school activities and events through weekly progress reports, report cards, notes to parents, parent newsletters, parent/teacher conferences and informal personal and telephone conferences.

2. Annual Title I Meetings. We give parents an opportunity to review Title I, and all other federally funded, programs and provide input into the planning process during the annual Title I meetings held at the school. Additionally, parents rights and Title I requirements shall be discussed.

3. School/Family Compact. Each School year the school will distribute for signature an agreement that outlines the school's, parent's and student's duties that will lead to student academic success. Parents will be invited to provide input during the annual meeting and parent/teacher conferences.

4. Open Door Policy. We invite parents to come to the school.

5. Volunteer Program. All parents are invited to volunteer in the school. See our volunteer program for more details.

6. Curriculum. We provide a high quality curriculum to enable our students to meet high standards, and prepare for the state proficiency exam. We share these results with parents and provide an explanation of the results with parents during the course of the school year.

Board Approved 1/29/2011

GOVERNING AUTHORITY APPROVAL PENDING

# ATTACHMENT 11

WHLSO-1 OP ID: TB

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/26/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|---|---|
| PRODUCER<br>The O'Neill Group<br>111 High Street<br>Wadsworth, OH 44281<br>Tom Van Auker, CPCU, ARM, CIC | 330-334-1561<br>330-336-5697 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS: | FAX (A/C, No): |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A : Cincinnati Insurance Company | 10677 |
| INSURED<br>WHLS of Ohio LLC<br>and Subsidiaries<br>159 S Main Street<br>Akron, OH 44308 | | INSURER B : General Star National Ins. | |
| | | INSURER C : | |
| | | INSURER D : | |
| | | INSURER E : | |
| | | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | | | EPP 0034108 | 08/01/11 | 08/01/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>500,000<br>5,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | EPP 0034108 | 08/01/11 | 08/01/12 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 1,000,000 |
| B | X UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | IUG405135C | 08/01/11 | 08/01/12 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | EPP 0034108 | 08/01/11 | 08/01/12 | WC STATU-TORY LIMITS X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |
| A | Property | | | EPP 0034108 | 08/01/11 | 08/01/12 | Blkt Bldg<br>Blkt PP | | 10,911,300<br>7,064,376 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

Master Certificate

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WHLSO-1 OP ID: TB

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/11

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>The O'Neill Group<br>111 High Street<br>Wadsworth, OH 44281<br>Tom Van Auker, CPCU, ARM, CIC<br>330-334-1561<br>330-336-5697 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED<br>WHLS of Ohio LLC<br>and Subsidiaries<br>159 S Main Street<br>Akron, OH 44308 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Ohio Casualty Insurance — 22659<br>INSURER B : General Star National Ins.<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | | | CBP9885607 | 08/01/11 | 08/01/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | CBP9885607 | 08/01/11 | 08/01/12 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | IUG405135C | 08/01/11 | 08/01/12 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | CBP9885607 | 08/01/11 | 08/01/12 | WC STATU-TORY LIMITS X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Property | | | CBP9885607 | 08/01/11 | 08/01/12 | Blanket<br>Bldg & PP | 34,669,900 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

Master Certificate

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T. P. Van Auker

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# ATTACHMENT 12

# CLOSING PROCEDURES

2012-2013

Ohio | Department of Education

Ted Strickland, Governor
Deborah S. Delisle, Superintendent of Public Instruction

# Community School Closing Procedures Assurances

The purpose of this document is to assure ODE that a sponsor has followed legally required community school closing procedures in a timely manner. Sponsors must provide and execute a plan for the closure of community schools they sponsor prior to the school closing its doors. Sponsors are required to complete and sign this assurance to ODE that proper notifications occur, records are properly distributed and assets are properly disposed with dates recorded in the cells indicated below including a final FTE review and scheduling of the final state audit within 30 days of closure of the school.

ORC 3314.015 (E) The department shall adopt procedures for use by a community school governing authority and sponsor when the school permanently closes and ceases operation, which shall include at least procedures for data reporting to the department, handling of student records, distribution of assets in accordance with section 3314.074 of the Revised Code, and other matters related to ceasing operation of the school.

ORC 3314.03 (D) The contract shall specify the duties of the sponsor which shall be in accordance with the written agreement entered into with the department of education under division (B) of section 3314.015 of the Revised Code and shall include the following: (6) Have in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.

## I. Initial Notifications, Student Records and School Records

Date: _____ Notify ODE that the school is closing and send the board resolution or sponsor notice within 24 hours of the action.

Date: _____ Notify the Ohio State Teachers Retirement System and School Employees Retirement System.

Date: _____ The sponsor shall immediately take control of and secure all school records, property and assets when the school closes:

1. Student records shall immediately be put into order and transcript materials produced;

2. A final FTE review shall be requested while student records are on site at the closed school;
2. Student records shall be provided to all resident districts within seven business days of closure of the school as defined in section 3314.44 of the revised code;
3. IEP records shall be provided directly to receiving school special education administrators for all students with disabilities, particularly for students with physical needs or low incidence disabilities.

Date: _____ Notify the school's staff of the decision to close the school:

1. Provide a clear written timeline of the closing process;
2. Ensure that STRS and SERS contributions are current;
3. Clarify COBRA benefits and when medical benefits end;
4. Remind the faculty of their contractual obligation to teach up to the date of closing; and,
5. Ensure that each faculty's LPDC information is current and available to the teachers;
6. Provide sponsor contact person information to all staff;

Date: _____ Notify resident districts and other stakeholders of the decision to close the school:

1. Notify all resident districts, districts providing transportation and parents with a written timeline of the closing process;
   a. Send notifications 30 days prior to planned closures
   b. Send notifications immediately for emergency closures
   c. Notify county courts for court-placed students
2. Provide the reasons for closing and sponsor contact information;
3. Provide parents instructions about enrollment options at other community, traditional public, and nonpublic schools, including contact information;
4. Provide a written procedure with contact information for requesting student records by parents and receiving schools;
5. Notify the Information Technology Center (ITC) and arrange for a method by which all outstanding EMIS data will be reported (note: all fiscal year EMIS data must be submitted even if the school closes



Ohio Department of Education, Office of Community Schools
25 South Front Street, Mail Stop 405, Columbus, Ohio 43215-4183
Telephone (614) 466-7058, Fax (614) 752-5551
www.ode.state.oh.us

prior to the required submission date):

6. Notify the Office of Community Schools to eliminate all SAFE, CCIP and other ODE account logins for personnel associated with the closed school with the exception of designated closing process reporting personnel;

Date: _____ Notify the public:

1. Prepare written press releases for the local media specific to the school that can be disseminated to media and provide name and phone of the school spokesperson

Date: _____ Submit all outstanding Federal Programs and other competitive award FER and APR reports to ODE including Title I using the CCIP

## II. Disposition of Assets

Date: _____ **Keep State and Federal assets separated for purposes of disposition. Federal dollars cannot be used to pay state liabilities**. Account for all school property throughout the closing process by distinguishing state from federal dollars:

1. Review the financial records of the school;

   a. Establish the fair market (initial and amortized) value via fixed assets policy, for all fixed assets;
   b. Establish check off list of purchasers with proper USAS codes (599), state codes (001,499), the price of each item and identify the source of funds;
   c. Establish legal authority for payment processes (e.g. checks, cash, credit cards, etc.); and,
   d. Establish disposition plan for any remaining items.
   e. Identify any State Facilities Commission guarantees



Ohio Department of Education, Office of Community Schools
25 South Front Street, Mail Stop 405, Columbus, Ohio 43215-4183
Telephone (614) 466-7058, Fax (614) 752-5551
www.ode.state.oh.us

Date: _____ Make disposition of the school's fixed assets:

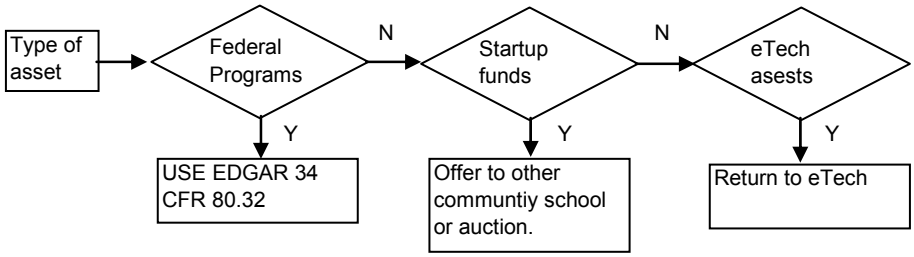
1. Offer <u>real property</u> acquired from a public school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner below.
2. For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at $5,000 or greater;
3. Current Public Charter School Program (PCSP) grant period assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets;

    a. Notify Office of Community Schools, then public media (print media, radio) of the date and location of any property disposition auction;
    b. Follow EDGAR liquidation procedures in 34 CFR 80.32 for items valued at $5,000 or greater;
    c. Refund auction proceeds with correct federal and state program codes listed to the appropriate program with checks payable to, "Treasurer, State of Ohio";
    d. Provide board resolutions and minutes of any transfer of assets with a dollar value of "0" to another school;
    e. Provide OCS with a written report of the property (bill of sale);
    f. Return to eTech (formerly Ohio SchoolNet) hardware and software to be redistributed per statutory requirements to other schools.
    g. Remaining assets purchased from funds prior to the current USDOE award grant period may be offered to any public school district with documented board resolutions by the community school and the accepting district.



Ohio Department of Education, Office of Community Schools
25 South Front Street, Mail Stop 405, Columbus, Ohio 43215-4183
Telephone (614) 466-7058, Fax (614) 752-5551
www.ode.state.oh.us

Disposition Process




Date: _____ Utilize only state dollars, auction proceeds, foundation dollars and any other non-federal dollars to pay the following in order:

1. STRS/SERS/retirement and other adjustments;
2. Teachers and staff;
3. Audit preparation (prepared financials);
4. Private creditors;
5. Foundation overpayments;
6. Resident school districts pro-rated for students attending the community school.

## II. Preparation of Itemized Financials

Date: _____ Review and prepare the following itemized financials:

1. Fiscal-year end financial statements;
2. A cash analysis (taking the previous month's recap and determining the cash balance as of the closing date);
3. A list of compiled bank statements for the year and give to the



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sponsor;

4. A list of investments in paper hard copy format and provide to the sponsor;
5. A list payables and determine when a check to pay the liability clears the bank;
6. A list all unused checks (collect and void all unused checks);
7. A list of any petty cash and provide to sponsor;
8. A list of bank accounts, closing the accounts once all transactions are cleared; and,
9. A list of all payroll reports including taxes, retirement, or adjustments on employee contract.
10. A list of all accounts receivable

Date: _____ Arrange for and establish a date for an independent accounting firm or the Auditor of State to perform a financial closeout audit.

The named sponsor and named school governing authority below have completed the above school closing assurances.

_____ _____
School Name Sponsor Name

_____ _____
Sponsor Representative Date

Please submit to:

Office of Community Schools
25 South Front St., Mail Stop 405
Columbus, Ohio 43215-4183
Fax: 614-752-5551
Email: William.nelson@ode.state.oh.us

Ohio Department of Education ..... Policy and Guidance

*Community Schools Guidance Document #2011-4*
*Effective Date: Ongoing*
*Updated: March 9, 2011*

## Community School Closing Procedures and Assurances

# FAQs

## Objective

To assist community school sponsors and governing boards in understanding the procedures involved in closing a school, the timeline to be followed, and the scope of the requirements that need to be completed.

## Statutory Requirements

**ORC 3314.015 (E) Oversight of Sponsors; and**
**ORC 3314.074 Distributing Assets of School Permanently Closed**

## Definitions

**School Closure:** means a school has permanently ceased operations, returned its student record folders or copies of such record folders to the home districts, has other records that are in the custody and control of the sponsor and that are further defined within this guidance to support appropriate audits, has assets subject to auction and liquidation, and obligations to be paid from the liquidation of such assets. The governing authority is responsible for the orderly closure of the school.

**Sponsor Assurances:** means the sponsor has completed the final required steps to effect the closure of the school and submitted the required assurances document to affirm such closure. While the governing authority is responsible for the orderly closure of the school, in those instances where the governing authority is unable or unwilling to exercise its authority, functions, and role, the sponsor will follow the closing procedures in the manner and sequence indicated, assume the role of the governing authority in such circumstances as may be warranted, and file the *Assurance to ODE* document with the Ohio Department of Education in a timely fashion after all of the procedures have been completed.

## Guidance

The Community School Closing Procedures and Assurances document is a revised version of an earlier document last modified in 2010. This version contains several new sections and supercedes all previous versions of guidance on the subject.

The following section provides answers to some commonly asked questions regarding community school closing procedures and assurances:

## Frequently Asked Questions

**1. Question.** ODE has provided Community School Closing Procedures and Assurances for a number of years. What is different about this version?

**1. Answer.** As you examine this document, you will find greater detail offered in defining the category and type of records that need to be secured, segregation of proceeds from the disposition or sale of assets from federal and state funds, and an additional section related to refunds and adjustments to be used in those cases where such refunds may be received long after the school has closed.

**2. Question:** Our district has operated a conversion community school for the last several years but it is expected to close at the end of the current school year. Can we as the sponsoring district transfer the furniture and equipment back to the district inventory?

**2. Answer:** No. The furniture and equipment for community schools may have been purchased from several sources, including grant funds. Assets must be disposed according to the tasks listed under Section II, Disposition of Assets, in the accompanying Community School Closing Procedures.

**3. Question**: What has been the chief issue with school closure during the past several years, and what should sponsors be aware of in approaching the process of school closure?

**3. Answer**. Many community schools have closed abruptly and left student records in a state of disarray. As a result of continuing public concern about student records, the Ohio General Assembly established Section 3314.44. In their oversight of schools, sponsors have been advised to routinely monitor the actions of school chief administrative officers to ensure that an accurate system of student records is in place. Accurate student records are necessary to ensure that in the event of a school closing, every child will have a complete and accurate permanent record folder of grades and credits as well as a student transcript that can be returned to the resident district. Accurate student record maintenance is necessary so that students can be properly placed in a new school and have a record to establish their eligibility for postsecondary programs, employment, or induction into the military.

**4. Question:** What role does the fiscal officer play in a school that has been closed for some time?

**4. Answer:** The fiscal officer plays a key role in the orderly closing of a community school. In fulfilling the obligations detailed in the Ohio Revised Code, the fiscal officer and sponsor are part

of a team responsible for following the procedures in every detail and ensuring that all debts are satisifed in the order prescibed.

**5. Question:** Are all sponsors required to submit closing assurances for sponsored schools?

**5. Answer:** Yes. According to ORC 3314.015 (E) The department shall adopt procedures for use by a community school governing authority and sponsor when the school permanently closes and ceases operation, which shall include at least procedures for data reporting to the department, handling of student records, distribution of assets in accordance with section 3314.074 of the Revised Code, and other matters related to ceasing operation of the school. The successful completion of a closing procedure for a defunct school and the filing of assurances are part of the responsibilities that are measured in the Sponsor Performance Review process.

**6. Question:** When is the deadline for the Community School Closing Procedures - *Assurance to ODE Form* to be submitted to the Office of Community Schools?

**6. Answer:** Sponsors are requested to submit the *Assurance to ODE Form* within 10 business days of a school closing. If necessary, an updated *Assurance to ODE* may need to be submitted within 30 business days of a school closing when conditions warrant, or in extraordinary situations, over an extended period. In such cases, the sponsor should inform ODE of the need for a revised submission timeline.

# ATTACHMENT 13

# MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this _____day of _____, 2011, by and between STA Central Columbus, LLC, a Nevada limited liability company (the "Operator") and Signal Tree Academy South, Inc., an Ohio not-for-profit corporation (the "Corporation"), which is governed by its Board of Directors (the "Board").

WITNESSETH:

WHEREAS, the Corporation is organized as an Ohio nonprofit corporation under Chapter 1702 of the Ohio Revised Code and the Corporation has entered and into a Community School Contract dated _____, 2011 (the "School Contract") with the Ohio Department of Education (the "Sponsor"), pursuant to which the Corporation is authorized to operate a community school under Chapter 3314 of the Ohio Revised Code (the "School").

WHEREAS, the Operator has developed an educational model which it utilizes to manage and operate a unique group of schools as more fully described in Exhibit A attached hereto and incorporated herein by reference (together with any future improvements, alterations or refinements thereto, the "Model"), and provides management services to community or charter schools throughout the State of Ohio and in other states, including educational, managerial, financial and other consulting services.

WHEREAS, the Corporation desires the Operator to provide such requisite management, educational, financial, technology and other consulting services necessary to operate a community school all in accordance with the School Contract; and

WHEREAS, the Operator desires to provide the aforementioned services and other expertise referenced herein.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** This Agreement shall have an initial term of five (5) years, commencing on _____, 2012, and ending on _____, 2017, unless sooner terminated as provided for herein. Thereafter, this Agreement shall automatically renew for two successive five (5) year terms unless one party notifies the other party not less than six (6) months prior to the expiration of the then current term of its intention not to renew this Agreement. In the event that the School Contract is terminated or not renewed for any reason and no similar contract is obtained from the Sponsor or another authorized sponsor, this Agreement shall terminate at the completion of the then-current school year.

**2. The School Contract.** The Corporation shall be responsible for its own corporate governance and operation in accordance with applicable law. In order to assist the Corporation in carrying out the terms of the School Contract, the Corporation hereby contracts with the Operator to provide the Model and any and all functions, equipment, technology, supplies,

facilities, services and labor relating to the provision of education, management and day-to-day operation of the School as provided for herein.

In providing services required by this Agreement, the Operator must observe and comply with all applicable federal, state and local statutes, and the requirement that the Corporation qualify as a "public benefit corporation" as defined in R.C. § 1702.01(P). The Operator shall be responsible and accountable to the Board for the administration, operation and performance of the School in accordance with the School Contract, except for the Corporation's accounting, financial reporting and audit functions which will be performed by the designated fiscal officer hired by the Corporation at its own expense. If the Corporation appoints the Operator as its designated fiscal officer, the Operator shall provide such accounting, financial reporting and audit functions for no additional cost or fee. The Corporation shall not amend the School Contract in a manner which would materially affect the responsibilities and obligations between the Operator and the Corporation during the term of this Agreement without the Operator's approval.

**3. Management Services.** The School further contracts with the Operator, to the extent permitted by law, to provide the functions outlined below relating to the provision of educational services and the operation of the School. The Operator will provide the School the following services:

(a) **Objectives for Academic Progress.** The Operator shall report academic progress consistent with the provisions of the School Contract to the Board annually with regular updates provided at Board meetings if so requested by the Board.

(b) **Curriculum Development.**

(i) The Operator shall ensure that its curriculum is aligned with the state standards applicable to the School, and shall monitor and continuously assess the curriculum and standardized testing procedures.

(ii) The Operator shall evaluate and assess the School's accountability system on an annual basis. The Operator may from time to time redefine, modify and/or replace curriculum models and testing procedures.

(iii) The Operator shall annually identify its gifted education and special education plans to the Board consistent with the provisions of the School Contract and shall report to the Board at regular meetings and seek the Board's approval of any material changes or modifications to the programs.

(c) **Professional Development for School Administrators and Teachers.**

(i) The Operator shall establish and maintain on a continuous basis such teacher development programs to define teacher qualifications and performance requirements as the Operator deems appropriate. The Operator shall

similarly implement a professional development program aimed at improving the effectiveness of each teacher's ability to help students' learning, in general.

(ii) The Operator shall coordinate ongoing teacher training with respect to technology; and shall provide training in its methods, curriculum, and programs on a regular and continuous basis.

(iii) Non-instructional personnel shall receive such training as the Operator determines to be reasonably necessary from time to time.

(d) **School Facility and Facility Management.**

(i) The Operator will provide a facility for the School. The Operator intends for the School to initially be located at _____ or such other facility as shall be selected by the Operator and approved by the Board ("School Facility"). During the term of this Agreement, the School Facility shall be used only to carry out the terms and conditions of the School Contract, educational purposes not inconsistent with the School Contract and other uses which do not violate the School Contract, do not conflict with applicable laws, and do not conflict or interfere with the operation of the School or the safety and security of the School and its students.

(ii) The Operator shall be responsible for maintenance, custodial and security services for the School Facility.

(iii) The Operator shall be responsible for making reasonable improvements to the School Facility as needed for the School's operation, safety, health and welfare of the School's students. All upkeep and improvements shall be made in accordance with applicable law and reasonable Sponsor mandates. Said improvements shall be made in a timely and reasonable manner.

(iv) Upon the recommendation of the Operator and subject to approval by the Board, which approval shall not be unreasonably withheld, the Operator may increase or decrease the size of the School Facility or move the School Facility to another location by leasing or purchasing a suitable facility for the School's operations as defined by State and Federal law.

(v) In the event the School Facility or any portion thereof is determined to be or becomes unsafe or otherwise unsuitable for the School's operations to the extent that use thereof must cease immediately, the Operator may relocate some or all of the School operations to another suitable location on a temporary or permanent basis, as required by the circumstances, without first obtaining the Board's approval under (i) above. The Operator shall notify the Board and the Sponsor immediately in the event of any such relocation and shall, in a timely fashion, provide the Board and the Sponsor with reasonable proof that

the alternate location is a suitable facility for the School's operations as defined in the School Contract.

(vi) The Operator shall annually report on changes in the location, physical facility layout and capital improvements involved with the School Facility.

(e) **Equipment, Technology, and Operational Support Services.**

(i) The Corporation shall make all furniture, technology including but not limited to technical infrastructure, hardware and software, equipment, and other personal property currently owned or hereafter acquired by it for use in the operation of the School, available to the Operator throughout the term hereof for continued use in the operation of the School. The Operator shall negotiate the terms of the purchase or lease of any additional furniture, technology, equipment, and other personal property necessary for the operation of the School. The Operator shall purchase or lease all furniture, , and other personal property necessary for the operation of the School which is not provided by the Corporation. The Operator shall design, select, coordinate the purchase of, implement and manage technology used by the School, irrespective of the source of funding. If equipment is purchased on behalf of the Corporation using funding specifically provided by the Corporation pursuant to Section 7(e)(ii), it will be titled in the Corporation's name instead of the Operator's name. However, in no event shall any of the Continuing Fee or any operational grant funds be used for the purchase of Corporation-titled equipment.

(ii) The Operator shall consummate the purchase or lease of the equipment and from the time of the purchase or lease and at all times thereafter, manage and maintain the equipment in proper working order. The foregoing shall not limit the Operator's ability to sell, scrap or dispose of its own equipment which is obsolete, unneeded, excessive, broken or inoperable as determined by the Operator in its sole discretion.

(iii) The Operator shall use commercially reasonable efforts to integrate approved purchased technology with the School's curriculum or provide suitable workaround(s).

(iv) The Operator shall perform initial and ongoing staff and teacher training with respect to the technology and various procedures, including utilization of forms and systems.

(v) The Operator shall provide to the Board as requested, access to the Operator's supply sources (including supply sources of affiliates of the Operator) to obtain centralized purchasing discounts for the School where applicable.

(f) **Management and Management Consulting.** It is the responsibility of the Operator to perform as follows:

(i) Perform day-to-day management of the School, in accordance with the School Contract.

(ii) Provide the Model, curriculum and program development as discussed in this Agreement and the School Contract.

(iii) Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations of the School or as required by the School Contract;

(iv) Perform advisory services regarding special education and special needs students, programs, processes and reimbursements through the Operator's Special Education Department;

(v) Provide all data information management services, testing, and testing analysis required by law or otherwise deemed necessary or useful by the Operator and provide the same to the Sponsor if required by the School Contract;

(vi) Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Operator;

(g) **Student Recruitment.** The Operator shall be responsible for the recruitment and enrollment of students subject to the Operator's general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the School Contract and in compliance with all applicable federal, state and local law.

(h) **Rules and Procedures.** The Operator shall propose and the Board shall adopt reasonable rules, regulations and procedures applicable to the School, and the Operator shall be required by the Board to enforce such rules, regulations and procedures at all times. Neither party may unilaterally adopt or impose any rules, regulations or procedures or amendments or supplements to any of the foregoing without the approval by the other party, which approval may be withheld by the other party in its sole discretion.

(i) **Authority.** The Operator shall have the authority and power necessary to undertake its responsibilities described in this Agreement.

(j) **Subcontractors.** The Operator reserves the right to subcontract services to be provided hereunder without the Board's approval; provided that the Operator shall be solely responsible for all costs, expenses and fees associated with such subcontractors.

**4. Purchases with Corporation Funds.** Any property purchased by the Operator on behalf of the Corporation with the Corporation's funds, such as curriculum materials, books and supplies, and equipment which, by the nature of the funding source, must be titled in the Corporation's name will be the property of the Corporation; provided that the Corporation must fund the purchase of such Corporation-titled assets with grants for that specific purpose or from other funds available to the Corporation. In no event shall any of the Continuing Fee, any separate funds belonging to the Operator or any operational grant funds be used for the purchase of Corporation-titled equipment. The Operator shall permanently mark or tag with a number any property owned by the Corporation in accordance with School policy and keep an inventory of said property.

**5. Insurance and School Responsibilities.**

(a) **The Operator.** The Operator shall at its expense, maintain such commercial general liability insurance and other insurance required by the School Contract, except the Directors and Officers insurance, which shall be maintained by the Corporation. The limits of the Operator's primary and umbrella insurance policies shall at all times meet or exceed the requirements set forth in the School Contract. The Operator's policies shall name the Corporation and the other parties mentioned in the School Contract as insureds, or as an additional insureds on an Operator policy. A certificate of insurance evidencing such coverages shall be provided upon reasonable request. All such policies of insurance shall be issued by responsible companies of recognized standing authorized to do business in the State, shall be written in standard form, and shall provide that the policies shall not be cancelable except upon (30) days written notice to the Corporation. Upon the Corporation's request, the Operator shall deliver to the Corporation a copy of such policies and other written confirmation acceptable to Corporation, together with evidence that the insurance premiums have been paid.

(b) **The Corporation.** The Board will be responsible for its directors' and officers' insurance, legal fees for the representation of the Board and general corporate matters, accounting, audit, tax and consulting fees for the School and other expenses approved by the Board.

**6. Budget.**

(a) **Projected Budget.** The fiscal officer shall provide the Board with an annual projected Budget for the Corporation (the "Budget") which shall be submitted prior to the June 30th immediately preceding the next academic year.

(b) **Budget Detail.** The Budget shall contain detail as required for public auditing purposes.

(c) **Approval.** The Budget shall be prepared by the fiscal officer and submitted to the Board for approval, which approval shall not be unreasonably withheld or delayed. The Budget may be amended from time to time at the recommendation of the

fiscal officer and submitted to the Board for approval, which approval shall not be unreasonably withheld or denied.

**7. Fees.**

(a) **Continuing Fee.** The Corporation shall pay a monthly management, consulting and operation fee (the "Continuing Fee") to the Operator of ninety-six percent (96%) of the Qualified Gross Revenues. As used in this Agreement, "Qualified Gross Revenues" shall mean the revenue per student received by the Corporation from the State pursuant to the Code. Qualified Gross Revenues do not include: student fees, charitable contributions, PTA/PTO income, and other miscellaneous revenue received which shall be retained by the Corporation or PTA/PTO. Federal Title Programs and such other federal, state and local government grant funding designated to compensate the School for the education of its students, including any grants under the American Recovery and Reinvestment Act of 2009 ("Supplemental Revenues") shall be paid to the Operator in full within five (5) business days of receipt of any such Supplemental Revenues by the Corporation. The Continuing Fee shall be paid within five (5) business days of receipt by the Corporation of any Qualified Gross Revenues via electronic funds transfer. The Continuing Fee shall be subject to an annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the term, even though the payment may be made beyond expiration of the term).

(b) **Payment of Costs.** Except as otherwise provided in this Agreement, all costs incurred in providing the Model at the School shall be paid by the Operator. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, library books, technology and other equipment (excluding Corporation-titled equipment), supplies, building payments, maintenance, and capital improvements required in providing the Model. As provided in Section 4, all property purchased by Operator shall remain Operator's sole property at all times.

(c) **Grants.** The Operator, from time to time and with the prior approval of the Board, may apply for available grants in the name of the School that will provide additional funding to the School, aid the Corporation in fulfilling the terms of the School Contract and/or provide additional services and programs to the students. The Board shall not unreasonably withhold or delay approval of any grant application, and shall be deemed to have approved any grant application submitted by the Operator unless it gives specific written objections to the same within ten (10) business days after such submission.

Within five (5) business days following the Corporation's receipt of funds from the applicable funding source the entire amount of such grant funds shall be paid over to the Operator via electronic funds transfer following the presentation of an invoice by the Operator. The Corporation and its designated fiscal officer shall cooperate with the Operator to establish any necessary accounts, authorizations and procedures such that the Corporation shall automatically transfer the funds received from grant funding sources when such funds are immediately available in the Corporation's accounts.

(d) The Board shall cooperate with the Operator to set up and establish necessary accounts and procedures for grant funding. This Section shall survive any expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

(e) **Board Funds.**

(i) The Board shall be responsible for paying its fees to its Sponsor plus its own operational expenses and legal, insurance, tax and other professional fees out of the portion of Qualified Gross Revenues retained by the Corporation. The costs and fees relating to any annual Audit by the Auditor of the State of Ohio, special or independent audits shall also be paid by the Board out of such retained funds. The Corporation shall be solely responsible for the purchase and operation of equipment deemed necessary or appropriate by the Board for Board operations which are separate from the day-to-day operation of the School.

(ii) Except for the first school year, after deduction of the Continuing Fee and payment of all costs and fees described in (i) above, the Board shall deposit all remaining revenue into a Supplemental Education Fund established by the Board. The Operator shall propose uses for such funds and the Board shall spend such funds for educational services in the areas of student cultural activities; supplemental tutoring services and other programs in accordance with federal and state grant guidelines. Proposals for use of Supplemental Education Funds by the Operator and or the School Administrator shall be submitted in writing to the Board detailing the purpose of the request, and the time frame for use of the funds. Unless otherwise agreed by the Operator, and except in the first school year, all Supplemental Educational Funds retained by the Governing Authority shall be spent in the fiscal year they are received. Any Supplemental Educational Funds not spent during the fiscal year in which they are received shall be paid over to the Operator at the end of such fiscal year.

(iii) During the time this Agreement is in effect, the Operator shall pay, which payment shall be treated as an advance by the Operator against future revenues of the Corporation and which shall be evidenced by a loan, any properly incurred Corporation expense under the following terms and conditions: (a) a reasonable estimate of the expense is submitted to the Operator by the Corporation and is approved by the Operator, in writing, prior to the expense being incurred; (b) the Corporation has not received funding from any source for the operation of the School sufficient to pay such expense; and (c) such expenses advanced by the Operator as set forth above, shall be payable by the Corporation, in whole or in part, at such time as the Corporation receives revenue to pay the same and carry a cash surplus in its accounts equal to at least three months of reasonably anticipated operating expenses. Such advance shall be evidenced by a promissory note, security agreement and UCC financing statements acceptable to the Operator and the Corporation. In no event shall any such promissory note

provide for recourse against any member of the Board, management of the School or any other third party.

**8. Personnel and Training.**

(a) **Personnel Responsibilities.** All personnel necessary to implement the Model shall be employed by the Operator and the Operator shall also have the responsibility and authority to determine staffing levels and salaries, and to select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the School Contract and state and federal law.

(b) **School Administrator.** The Operator will have the authority to select and supervise the School Administrator and to hold him or her accountable for the success of the School. The employment contract with the School Administrator and the duties and compensation of the School Administrator shall be determined by the Operator.

(c) **Teachers.** Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Operator shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the School. The Operator shall employ teachers who meet all applicable legal requirements and who are qualified in the grade levels and subjects required, as are required by law. The curriculum taught by such teachers shall be the curriculum developed pursuant to Section 3(b) hereof. Such teachers may, at the discretion of the Operator, work at the School on a full or part time basis.

(d) **Support Staff.** Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Operator shall determine the number and functions of support staff, qualified in the areas required, as are required for operation of the School and by Ohio Law. Such support staff may, at the discretion of the Operator, work at the School on a full or part time basis.

(e) **Training.** The Operator shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Operator determines as reasonable and necessary under the circumstances.

(f) **Salary and Benefits.** For employees that the Operator provides to the School, the Operator assumes full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance.

(g) **Additional Programs.** The services provided by the Operator and the Corporation under this Agreement consist of the educational program during the school year and school day, and for the age and grade level of students as set forth in the School Contract, as such school year, school day, and age and grade level may change from time to time. The Corporation and the Operator may decide to provide such additional programs as may be mutually agreed upon by the Corporation and the Operator. The

foregoing shall not prohibit the Operator from offering other educational services at the School Facility outside of school hours; provided the same do not interfere with the operation of the School.

**9. Termination by the Corporation.** The Corporation may, at its option, terminate this Agreement upon the occurrence of any of the following events:

(a) The School Contract is not renewed by the Sponsor and no similar contract is obtained with the Sponsor or any other authorized sponsor;

(b) The Operator materially fails to comply with a specific and essential material requirement of this Agreement and the Operator does not cure said failure within 30 days of its receipt of written notice from the Corporation, unless the failure cannot be reasonably cured within 30 days, in which case, the Operator shall promptly undertake and continue efforts to cure said failure within a reasonable time. Notwithstanding the foregoing, in the event that a failure shall be such that it creates an imminent danger to the life of students, parents or others, said failure must be cured immediately upon written notice from the Corporation;

(c) The Operator files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors;

(d) The Operator fails to maintain the insurance coverages as described above; or

(e) The parties mutually agree in writing to terminate the Agreement.

**10. Termination by the Operator.** The Operator may, at its option, terminate this Agreement upon the occurrence of any of the following events:

(a) The Corporation fails to make any payment of money due to the Operator hereunder within five (5) days of when due;

(b) If any academic year results in operating deficits, provided that any notice of termination delivered to the Corporation after school opens for education of students for any school year shall not be effective until the end of that academic year;

(c) The Corporation is in material default under any other condition, term or provisions of this Agreement or the School Contract, which default remains uncured for the period of thirty (30) days from the time that the Corporation receives written notice of said default, unless the default cannot be reasonably cured within 30 days, in which case the Corporation shall promptly undertake or continue efforts to cure said material default within a reasonable time;

(d) Any adverse and material change in local, state or federal funding for the Corporation's students; provided that any notice of termination delivered to the Corporation based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Operator; or

(e) Any Operator facility that is instrumental to the implementation of the Model or the day-to-day operations of the School is inaccessible so that, in the Operator's reasonable discretion, providing maintenance or continuing of School operations would be unfeasible, uneconomical or impractical, provided that notice of termination is delivered by the Operator to the Corporation promptly (within sixty (60) days) after the occurrence of the event(s) giving rise to such right of termination.

In the event that the Corporation or the Operator elects to terminate this Agreement for any of the aforementioned reasons, then the parties shall continue to perform their respective obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year.

**11. Duties Upon Termination.** Upon termination of this Agreement for any reason whatsoever, the Corporation shall immediately pay to the Operator and/or any of the Operator's affiliates any moneys owing to such person or entity. Furthermore, the Corporation shall return to the Operator all such material purchased by the Operator pursuant to Section 3 above. The Operator shall assist the Corporation in any transition of management and operations, including, but not limited to: (i) the orderly transition of all student records and the delivery of Board-owned equipment and material (if any) to the Board, (ii) sending notices to students as reasonably requested by the Corporation at the Corporation's cost, and (iii) at the Corporation's option and cost, delivering student records directly to the students. This Section 11 shall survive any expiration or termination of this Agreement.

**12. License.** The Operator developed and owns proprietary rights to the Model, the Protected Materials, as defined in Section 13 below, and the "Central Columbus Academy" name (the "Name"). The Operator hereby grants the Corporation a limited revocable license to use the Model, the Protected Materials and the Name in connection with the School. At such time as this Agreement is terminated or otherwise expires, the license granted herein shall automatically terminate and the Corporation shall: (a) immediately cease use of the Name, the Protected Materials and the Model; (b) immediately begin doing business under and change its corporate name to some name other than the Name, which new name shall not consist in any variation or manner of the word or words "Central Columbus Academy," used alone or in any combination; and (c) notify the Sponsor, the Department of Education and any other oversight entity of the name change including, but not limited to, the Secretary of State. This Section 12 shall survive any expiration or termination of this Agreement.

**13. Proprietary Rights.** The copyrights and intellectual property rights for all methods, documents, curricula and materials developed by the Operator during the course of operating the School (collectively, the "Protected Materials") shall constitute the sole and exclusive property of the Operator, and neither the Corporation, the School nor the Board shall

have any right to any of the same either as a "Work Made for Hire" (as such are defined under the U.S. and international copyright laws) or otherwise. The Operator shall exclusively own all United States and international copyrights, trademarks, patents and all other intellectual property rights in said Protected Materials. The Protected Materials may not be used by the Corporation, the School or the Board for any purpose other than strictly within the scope of the license granted under Section 12 above without the prior written consent of the Operator. Immediately upon termination of this Agreement or the Operator's earlier request, the Corporation, the School and the Board shall deliver all originals and copies of the Protected Materials (regardless of the media on which the same is stored) to the Operator and delete all of the same from all databases and other storage media maintained by the Corporation, the School and the Board. This Section 13 shall survive any expiration or termination of this Agreement.

**14. Relationship of the Parties.** The parties hereto acknowledge that their relationship is that of each party being viewed as independent contractors. No employee, consultant or compensated individual of either party shall be deemed an employee, consultant, or compensated individual of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

**15. Confidentiality and Non-Disclosure.** Without the prior written consent of the other party, neither party will at any time use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information) belonging to, or relating to the affairs of a party to this Agreement ("Protected Party") or that the other party received through its association with the Protected Party, whether received prior to the date hereof or hereafter (collectively, "Confidential Information"), unless: (a) the party can show that such information, data or knowledge was known to it prior to the time its association with the Protected Party began, (b) it can show that any such information, data or knowledge has become generally available to the public otherwise than by a breach of this Agreement by the party, or (c) is subsequently disclosed to the party by a third person or entity which is not prohibited from disclosing same by a contractual, fiduciary or other legal obligation to the Protected Party. The existence of the relationship between the parties and any agreements they have entered into or may hereafter enter into also constitute Confidential Information.

Nothing herein shall be deemed to prohibit the parties from disclosing any Confidential Information which a party becomes legally compelled to disclose. Without limiting the generality of the foregoing, in the event that a party becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, investigative demand or similar process) to disclose any of the Confidential Information, the party covenants to use its best efforts to provide the Protected Party with prompt written notice (not less than forty-eight (48) hours) so that the Protected Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Protected Party waives compliance with the provisions of this Agreement, the party covenants to furnish only that portion of the Confidential

Information which the party is legally required to disclose and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. Employee information must be reviewed by sponsor. This Section 15 shall survive any expiration or termination of this Agreement.

**16. Non-Solicitation.** The Corporation hereby agrees that commencing on the date of this Agreement and continuing for a period equal to two (2) years after the termination of this Agreement for any reason, that it will not, and none of its affiliates will directly or indirectly (i) solicit or actively seek to hire any employee of the Operator, or (ii) solicit any personnel employed by the Operator to terminate his or her relationship with the Operator. This Section 16 shall survive any expiration or termination of this Agreement. The period of time set forth in this Section will be extended by the amount of time that the School engages in activity in violation of this Agreement and while the Operator seeks enforcement of this Agreement.

**17. Limited Third Party Beneficiaries.** The Corporation acknowledges that (a) the Name, some of the components of the Model and some of the Confidential Information referenced in Section 15 above belong to affiliates of the Operator, including without limitation White Hat Management, LLC; White Hat Ventures, LLC; BHA Ohio, LLC; Signal Tree Education, LLC; and WHLS of Ohio, LLC (collectively, "Operator Affiliates"); (b) some of the Protected Materials referenced in Section 13 above may be developed by one or more Operator Affiliates; and (c) some of the employees used in the provision of the Model may be employed by the Operator Affiliates. Accordingly, such Operator Affiliates shall benefit from Sections 13, 14, 15 and 16 above, and the Corporation acknowledges that any Operator Affiliate injured or affected by any breach hereof by the Corporation may enforce this Agreement against the Corporation. Whenever the term "Operator" is used in Sections 12, 13, 14, 15, 16 and 18 of this Agreement, such use shall be deemed to refer to the Operator and all Operator Affiliates collectively. Subject to this section, this Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person. This Section 17 shall survive any expiration or termination of this Agreement.

**18. Injunctive Relief / Dispute Resolution.**

(a) **Injunctive Relief.** The Corporation acknowledges that the covenants set forth in Sections 12, 13, 15, and 16 above are reasonable and necessary to protect the Operator and its business. If the Corporation engages in any activity in violation of the provisions hereof, the Operator shall, in addition to any other remedies available to it, be entitled to an injunction by any competent court of equity enjoining and restraining the School from continuance of such activity.

(b) **Arbitration.**

(i) Except as otherwise provided in this Section 18, any and all disputes arising under this Agreement shall be determined by binding arbitration to be conducted as set forth in this Section and shall be generally in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The

judgment upon the award rendered in any arbitration hereunder shall be final and binding on both parties hereto.

(ii) All disputes subject to this Section shall be raised by notice to the other party, which notice shall state with particularity the nature of the dispute and the demand for relief, making specific reference by article number and title to the provisions of this Agreement alleged to have given rise to the dispute.

(iii) All disputes subject to this Section shall be heard by a panel of three (3) arbitrators (the "Arbitration Panel"), each of which shall be a member of the American Arbitration Association or another arbitration service, and which Arbitration Panel shall be selected as follows: (a) the Corporation and the Operator shall each promptly (within fourteen (14) days after close of the pleadings) select one (1) neutral arbitrator and promptly notify the other party of said selection. Within five (5) days thereafter the party not selecting said arbitrator may object to and thus remove such arbitrator, one time in its sole discretion and thereafter for cause; and (b) the two (2) arbitrators selected by the parties shall select a third arbitrator to complete the Arbitration Panel. The arbitration proceedings shall take place at a mutually acceptable location in Akron, Ohio within sixty (60) days after the selection of the Arbitration Panel.

(iv) The need for and scope of formal discovery will be determined by agreement of the parties or, if the parties are unable to agree, the Arbitration Panel. The Arbitration Panel will render its opinion/award within thirty (30) days from the date of the hearing. The Arbitration Panel's award will be written and may include findings of fact and conclusions of law. In the event of a formal hearing, each party shall only be allowed a maximum of eight (8) hours to present evidence and/or witnesses.

(v) All costs of the Arbitration and the Arbitration Panel shall be borne equally by both parties.

(vi) Notwithstanding anything else in this Agreement, claims for monies due, for services rendered, costs, grants funds and/or expenses due, may at either party's option, be brought separately in a court of competent jurisdiction or pursued in Arbitration as set forth above. In the event a party pursues claims for monies due in court, all other disputes herein shall be subject to binding arbitration. This Section 18 shall survive any expiration or termination of this Agreement. Such actions for moneys due may be brought without terminating this Agreement.

**19. Notices.** Any notices to be provided hereunder shall be provided to the Sponsor within 10 days and given in writing with by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

| | |
|---|---|
| If to the Operator, to: | STA Central Columbus, LLC<br>159 South Main Street<br>600 Key Building<br>Akron, Ohio 44308<br>Attn: President<br>Facsimile: (330) 762-5037 |
| With a copy to: | John F. Martin<br>Brennan, Manna & Diamond, LLC<br>75 East Market Street<br>Akron, Ohio 44308<br>Phone: (330) 253-5060<br>Facsimile: 330-253-1977 |
| If to the Corporation, to: | Signal Tree Academy South, Inc.<br>_____<br>_____<br>Attn: Board President<br>Phone:<br>Facsimile: |
| With a copy to: | _____<br>_____<br>_____<br>_____ |

**20. Severability.** The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

**21. Waiver and Delay.** No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

**22. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and jurisdiction is proper in the County in which the School is situated.

**23. Assignment; Binding Agreement.** Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Operator may assign this Agreement to a similarly situated and qualified affiliate without the consent of the Corporation so long as an assignment would not invalidate the School Contract. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**24. Independent Activity.** All of the parties to this Agreement understand that Operator's business is to operate and manage charter schools throughout the State. As such, the

parties agree that Operator and its affiliates, may operate other charter schools in multiple states including the State of Ohio.

**25. Representations and Warranties of the Operator.** The Operator hereby represents and warrants to the School as follows:

(a) The Operator is duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

(b) The Operator has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Operator enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

(c) The Operator has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

(d) The Operator has the financial ability to perform all of its duties and obligations under this Agreement.

**26. Indemnification of the Parties.** The Corporation and the Operator (herein referred to as "Party" and/or "Parties") shall indemnify and hold harmless each other and its members, directors, employees, officers and affiliates from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:

(a) A failure of the Party or any of its officers, trustees, directors, or employees to perform any duty, responsibility or obligation imposed by law or by this Agreement or the School Contract; and

(b) An action or omission by the Party or any of its officers, trustees, directors, employees, successors, agents or contractors that results in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state or federal).

**27. Force Majeure.** In the event that the Operator shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire or other casualty, acts of God, strike, lockout, labor trouble, inability to procure services or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Operator, then such performance shall be excused for the period of the delay and the period for such performance shall be extended for a period equivalent to the

period of such delay. The provisions of this Section shall not operate to excuse the Corporation from prompt payment of any amounts required by the terms of this Agreement.

**28. Amendment.** This Agreement may not be modified or amended except by a writing signed by each party hereto.

**29. Counterparts.** This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

**30. Captions.** Paragraph captions are used herein for references only and are not intended, nor shall they be used, in interpreting this instrument.

**31. Integration / Entire Agreement.** This Agreement (together with the documents referred to herein) contains the entire agreement between the parties and supersedes all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

CORPORATION:

By:_____
Its:_____

OPERATOR:

By:_____
Its:_____

# ATTACHMENT 14

**TABLE OF ORGANIZATION**
**ORGANIZATIONAL NARRATIVE**

**Name of Organization: Signal Tree Academy South, LLC**

The Board has elected to partner with ST Central Columbus, LLC, an affiliate of White Hat Management, LLC (hereafter the "Operator") to provide the initial financial, administrative and operational resources necessary to successfully open a community school in the State of Ohio. White Hat is able to provide the initial capital outlay for the School's facilities, equipment and technology. Therefore, the Board will not be solely reliant on the availability of charitable contributions or federal and state grants. As such, prospective students will enter the School as envisioned, with all available equipment, technology, software and curricular materials necessary to accomplish the School's mission. Through its partnership with the Operator, the Board can help ensure that the School is indeed an epicenter where student resources are aligned and connected.

The Operator will manage the day-to-day operations of the School, including facilities management, equipment, purchasing, technology, operational support services (including execution of the educational model), human resources and training, grant management, and financial reporting and compliance. To meet these operational responsibilities, the Operator has access to a team of professionals including accountants, auditors, industry experts, and attorneys who ensure that its' schools are compliant with statutory and contract requirements, fiscally sound, and functioning properly.

The Board's goal will be to ensure that the School engenders public confidence that citizens' money is being well spent. This is one reason why the proposed Board selected the Operator to assist with the financial operations of the School. Schools managed by other affiliates of White Hat have continually met sponsor and state auditor requirements. This is an indication that the Operator will implement sound fiscal policies and internal controls, adhere to the requirements of community school agreements and other contracts, and comply with all applicable federal, state, and local laws and regulations.

Ohio schools managed by affiliates of White Hat and who elected to use White Hat's fiscal officer performed financial officer services were the first community schools to receive the prestigious Certificate of Achievement for Excellence in Financial Reporting ("CAFR") from the Government Finance Officers Association of the United States and Canada. The CAFR is a designation that the annual financial reports prepared by White Hat for those schools achieved the highest standards in government accounting and financial reporting.

As set forth above, the School will ultimately be governed by the Board and then operated by the Operator and its staff. The Operator will report directly to the Board. The Operator will be accountable for providing sufficient, timely and accurate information to the Board on financial operations, effectiveness of internal controls, facility and capital improvements, and compliance with other aspects of the management agreement between the Board and Operator.

***Financial Arrangements with Management Company***

As previously stated, the School will contract with an affiliate of White Hat Management, LLC, the Operator. The proposed Management Agreement is provided as Attachment 13.

The contract will require the School to remit a continuing fee as described therein. In return, the Operator will provide all costs incurred in providing the educational program and day-to-day operation of the school. Such costs shall include, but not be limited to, required staffing, educational programs, technology, advertising, insurance, facility rent and improvements, occupancy costs, training, supplies, books, capital expenditures and other educational and day-to-day management related items. In addition, the Operator will assume all financial risks associated with the day-to-day operations of the School and will hold reserves necessary to cover these risks. The School and the Board will bear no responsibility for these financial risks and as such will never face the possibility of not being able to meet its obligations financially.

The School's Governing Board takes its responsibility of insuring that the school is accountable for every level (financial and academic) very seriously and has given great consideration to its decision to hire the Operator. The Operator will be responsible for all development and day-to-day operational expenses of the school. The Operator is also responsible for spending all the up-front capital required to renovate or develop any school facility, hire and train school staff and purchase or lease requisite school equipment prior to the first day of school and prior to any per pupil funding being received. These upfront costs typically exceed a million dollars and are completely borne by the operator. Accordingly, having this arrangement with the management company prevents the Board from the necessity of entering into any loans or having to rely on substantial charitable donations to open, both of which can be extremely difficult to get for any start-up entity with no operating history and without personal guarantees of any School Board member. We believe the strong processes of the management company, illustrated by their past fiscal and educational success provide a great starting point, and shows that the management company can play a key role in overall financial and educational accountability that is satisfactory to the state and local over sight entities such as the Auditor of State's office and the Department of Education.

Under the terms of the Management Agreement with the School, the Operator will indemnify the School and members of its Board against any liability, obligation, or costs resulting from any unforeseen revenue deficits or other contingency, such as less than anticipated enrollment. Additionally, the company has agreed to accommodate the School for its expenses in the absence of any revenues from planned funding sources. The financial risk associated with operating the School is placed solely on the operator.

The Board will have no responsibility for any of the capital or operating costs of the School; the percentage of revenue retained by the Board is intended to cover solely the expenses of operating the Board including, but not limited to, legal fees, insurance for Directors and Officers, meeting costs, accounting, audit and banking fees for the Board's activities, public notice fees and other incidental expenses the Board may incur. Furthermore, the Operator will advance the funds necessary to meet the Board's financial obligations in the absence of per pupil revenue or other related revenue sources. The Operator will forego any repayment of this advance until such time as the operating proceeds of the School permit repayment without detriment to the School or the board.

It is expected that the School would be able to survive if the management agreement were terminated because the School would continue to receive 100% of the revenue with no further percentage being remitted to the operator.

Adding to the economic and operational strength of the Schoolis the fact that the operator provides a full complement of educational management and School operations services. Such services include, but are not limited to, general operations management, board relations, facilities management, human resources management, financial reporting and compliance, purchasing and procurement, education services, technology support and marketing and communications.

Following is a brief description of each or the departmental services that will be provided to the School on a continuous basis by the Operator:

***Board Relations***

Provides support and assistance with all Board and Authorizer matters, including, but not limited to, scheduling of Board/Authorizer meetings, preparation, and distribution of all Board/Authorizer documentation. The Board Relations staff is responsible for working with Board Counsel to maintain non-profit corporate documentation as well as information, minutes, and public notices for Board meetings. The Board Relations department assists with School reporting and various communications between the individual Board Members, the management company, legal counsel and the Authorizer.

***Facilities Management***

Provides extensive research and demographic analysis of potential School sites, lease negotiations, landlord communications, and management of School construction and permits required to open and operate the School. Once the School is open, the Facilities group will be responsible for the daily operation and maintenance of the School facility.

***Human Resources***

Human Resources is responsible for a wide array of personnel services for all School employees. These include:

- ***Recruiting*** – Opportunities to develop a rewarding, satisfying professional life and career.
- ***Staffing*** – Provides School with organizational charts, job descriptions and staffing level requirements to aid in the hiring and organizing of new employees. The Human Resources staff also consults with current employees about employment questions and concerns.
- ***Professional Development*** – Develops, provides and monitors on-going professional development initiatives for all School employees.
- ***Policies and Procedures*** – The School will receive complete personnel policies and procedures handbooks prepared by leading professionals in the employment law field. These handbooks help the School comply with the very latest state and federal laws, and are specifically tailored to meet the needs of today's modern educational environment.
- ***Benefits*** – Provides a full complement of benefits services to employees. We have been able to leverage our growing employee base to negotiate excellent health care benefits for all School and corporate employees at a fraction of the normal cost.

***Financial Reporting and Compliance***

Maintains all financial records in accordance with State of Ohio policies. This will include:

- Complete School accounting services (payables, payroll, general ledger).
- Preparation of all financial statements.

- Ensuring compliance with state budget and reporting requirements.
- Creating and monitoring budgets.
- Auditing internal records and assisting with audit preparation.
- Procuring computers, supplies, software and other items at significant discounts by leveraging our ability to reduce costs by consolidating purchasing activities.
- Insurance and risk management services.

***Grants Management***

The Grants Management group will assist the School with government program administration. The Schools have typically received entitlement funds under the Elementary and Secondary Education Act (ESEA) as revised under the No Child Left Behind Act (NCLBA). They will also help to prepare other state and federal educational grant applications as needed. Such service will include the following specific funding-related services:

- Researching, writing and submitting federal and state grant proposals.
- Securing entitlement funds under the Elementary and Secondary Education Act (ESEA) – Title I, Title IIA, Title IID, Title IV and Title V.
- Securing federal funding for special education programs under the Individuals with Disabilities Education Act (IDEA).
- Developing and monitoring programs to ensure full compliance with all relevant statutes and regulations.

***Educational Services***

The Educational Services group provides direct oversight of the educational process, including curriculum alignment, development and evaluation. Specific areas associated with Educational Services include:

- ***Special Education*** – This dedicated team of specialized individuals, who have made a career of special education, will oversee the special education assessment and delivery of a successful program, and will work directly with the Local School District and the Charter School Institute special education services team to provide a successful and compliant program.
- ***Testing and Analysis*** – Provides administration and oversight to the standardized testing process, including the collection, analysis and dissemination of all test related data. Such analysis provides insight into curriculum evaluation and instructional improvement.
- ***Family Education Services*** – Provides the oversight for the social support services available to all students, family and faculty members. Reviews and develops partnerships with external social agencies, and develops community outreach programs.

***Technology Support***

Provides the overall technical assistance for hardware and software support at the School, and relevant training to the employees. They also maintain and monitor the secure environment of the technology infrastructure of the School. As part of technology support, a staff of engineers and technicians, who are actively certified in an around-the-clock “help desk” that prides itself in being able to respond and rectify order tickets within a twenty-four hour timeframe.

***Marketing and Communications***

This group assists the School in developing a detailed public relations and marketing campaign. They provide market research and analysis for developing strategies for current advertising markets and media including print, broadcast and interactive media. The graphics department develops and produces School-related pamphlets, brochures and other various printed materials.

In order to ensure that an "arm's length performance-based relationship exists between the Governing Authority and the Operator, the Board will receive various reports on performance of the School containing data regarding: enrollment, attendance, academic performance, financials (including but not limited to, balance sheets, income statements, budget reports, etc.), parent/student satisfaction, withdrawals, suspensions, and dismissals. When provided with this data, it will be possible for the Board to assess the performance of the School under the management of the Operator.

***History and Experience of the Operator and its Affiliates***

As stated above, the School plans to contract daily operational management with the Operator for a full complement of education management and school operation services, including general operations management, human resources, financial reporting, student data, and reporting to state education authorities for numerous K-8 Schools in Ohio.

The foundation of the remarkable success of White Hat and its affiliates is the impressive collective experience, expertise and educational background of personnel. White Hat and its affiliates provide its clients with a wealth of resources attributable to their diverse and competent workforce. These entities also provide their schools with the most up-to-date educational services available. This ongoing research, monitoring and management of resources directly result in our students receiving the very best for their educational program. The following are brief summaries of the wealth of education and experience that clients of White Hat and its affiliates an benefit from as we serve our students together.

***Education & Curriculum***

Operator has access to personnel who are top in their respective fields. The members of the education team include licensed and certified educators at all academic levels, from B.A. to Ph.D. This wealth of experience includes:

- A former state university Department Head
- A certified Superintendent who formerly served a large school district
- An Ed.D. in Curriculum Development
- An M.A. in Education Curriculum & Instruction
- Multiple staff members who are members of the Association of Supervision & Curriculum Development (ASCD)
- Former educators, principals and administrators with varying backgrounds
- Educated and experienced support staff, and

- Licensed Social Workers (Family Advocates) to provide service and support to the child and his/her family.

These education professionals are dedicated to creating and/or recommending curricula based on volumes of research and years of testing, ensuring that all curricula are fully aligned with state and national standards. They are continually re-evaluating teaching methods, especially those which incorporate specially designed electronic curricula that integrates all levels of academic coursework. They also work to provide high-quality professional development opportunities for administrators and teachers.

***Special Education***

Special education professionals ("Intervention Specialists") used by the Operator are all certified and maintain standards in the schools that comply with all applicable federal and state laws and subscribe to the principles of the "No Child Left Behind Act" 20 USCS § 6301 which ensure the academic success of every child. Special education students are integrated directly into the mainstream classroom, while still receiving necessary modifications, accommodations and/or services to meet special needs.

The White Hat's Director of Special Education has managed K-8 schools in Ohio, holds a Master's degree in Special Education, is certified in Reading & Learning Disabilities, has taught K-12 and university courses, has served on the State Advisory Board for the Department of Education, and conducts workshops for the Department of Education Special Education Resource Center. This leadership and expertise results in the most current and relevant professional development opportunities and resources for the special education staff at all schools managed by affiliates of White Hat.

***Information Technology***

In order to support the state-of-the-art computer delivery system and work stations in the Life Skills Centers, the Operator will provide an IT support staff consisting of IT professionals holding a wide range of certifications including Novell, Groupwise, Microsoft, Cisco, A+ and Canon. The leaders of the team hold degrees in Applied Business, Computer Science, and Business Administration and have sixty (60) years of collective experience. The IT team supports the vast array of systems, networks, voice and data communication hardware and software, and computers and technologies in the schools.

***Finance & Funding***

In order to support the fiscal operations of the managed schools, the Operator will have access to Certified Public Accountants and Certified School Treasurers. White Hat's Controller is a former Audit Manager for the State Auditor, and their Director of Financial Reporting worked as a Manager for two of the top four CPA firms in the country. To maximize financial resources for their schools, White Hat assists charter schools with government program administration. The Grants and Funding team used by the Operator manages numerous grant programs for all of their schools.

***Social Work and Family Services***

In the area of social work, intervention and family therapy, the Operator will offer a compassionate, experienced staff serving as the Family Education Services Department (FES or "Family Advocates"). Due to the myriad socioeconomic factors that hinder the success of the at-risk population of students, it is imperative that these issues are resolved and resources are provided for this resolution.

***Human Resources***

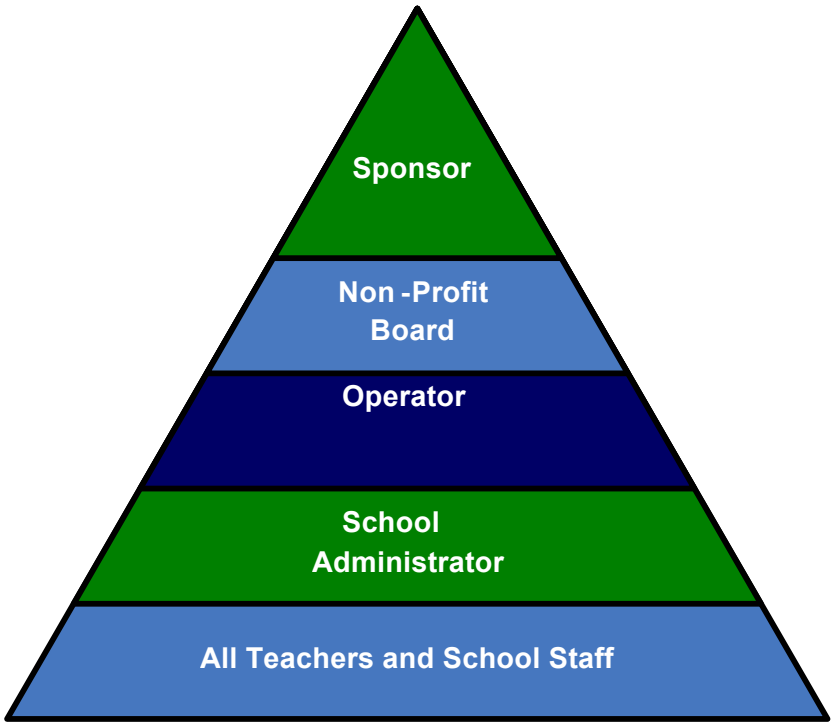
The Human Resources Department is a cohesive team dedicated to serving our exceptional staff in each of our locations. With 42 years of combined business and human resources experience, our team assists in the daily administration of staff recruitment, benefits, new hire processing, employee relations, certification and legal compliance, and other employee-related matters. White Hat's team consists of former HR professionals from the fields of banking, newspaper publishing, manufacturing, and technical recruitment to give us a broad scope of experience from which to draw to best serve our employees.

***Leadership***

White Hat Management was founded on the principle that a quality education is the right of every individual and that it is this education that will allow an individual to reach his/her full potential academically, professionally, vocationally and personally. White Hat is served well the its leadership team as well as visionaries and pioneers in educational leadership. See www.whtiehatmgmt.com for additional details on these leaders.

The entire workforce at White Hat Management is dedicated to the mission of providing a quality education for all students in the schools they service. These passionate individuals use their education, experience and expertise for the sole purpose of serving the School Board, which in turn serves the School, which in turn serves the true clients --- the students.

The School will ultimately be governed by the Board and then operated by the Operator and School staff. This hierarchical relationship is illustrated in the following graph:




The Operator will report directly to the Board. The Operator will be accountable for providing sufficient, timely and accurate information to the Board on financial operations, effectiveness of internal controls, facility and capital improvements, and compliance with other aspects of the management agreement between the Board and Operator.

**Operator Contact Person:** **Rodd Coker**
**Vice President of Business Development**
**159 S. Main St.**
**Suite 600**
**Akron, Ohio 44308**
**Phone: (330) 607-2177**
**Fax: (330) 252-8908**
**Rodd.coker@whitehatmgmt.com**